

# **CITY COUNCIL MEETING**

## **AGENDA**

**May 8, 2023 7:00 pm**

**City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

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Zoom details for City Council Meeting:

<https://us02web.zoom.us/j/81299990548>

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

### **1. MOMENT OF SILENCE**

### **2. PLEDGE OF ALLEGIANCE**

### **3. CALL TO ORDER**

### **4. LATE FILE**

- COMM00484\_05\_08\_2023 Newburyport Pride Parade Information (L&P)
- ORDR00455\_05\_08\_2023 ACO Intermunicipal Agreement (CS)
- ORDR00456\_05\_08\_2023 344 Merrimac St. Preservation Restriction (P&D)
- APPT00403\_05\_08\_2023 Stephen H. Bradbury III 24 Howard St. Fire Chief 6/1/2028 (PW&S)
- APPT00404\_05\_08\_2023 *Re-appointment* James Knapp 24 Cutting Dr. Harbor Commission 6/1/2026
- APPL00139\_05\_08\_2023 Block Party 31 Howard St June 14th 12pm-9pm (L&P)

### **5. MAYOR'S COMMENT**

### **6. PUBLIC COMMENT**

## **CONSENT AGENDA**

NOTE: ALL ITEMS LISTED UNDER CONSENT AGENDA WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

### **7. APPROVAL OF MINUTES**

- April 24, 2023 (Approve)

### **8. COMMUNICATIONS**

- APPL00134\_05\_08\_2023 9th Annual Harborside Half Marathon & 5K 11/12/2023 9am-1:30pm (L&P)
- APPL00135\_05\_08\_2023 Paws for a Cause 10/14/2023 10am-12pm (L&P)
- APPL00136\_05\_08\_2023 Yankee Homecoming July 29<sup>th</sup>-August 6<sup>th</sup> (L&P)
- APPL00137\_05\_08\_2023 Olive's Backyard Makers Market 7/22/2023 9am-2pm (L&P)
- APPL00138\_05\_08\_2023 Lions Bed Race August 3rd 5pm-8pm (L&P)
- COMM00483\_05\_08\_2023 Residential HP App 12 Merrill St. (PW&S)

### **9. TRANSFERS**

- TRAN00153\_05\_08\_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 (B&F)

### **10. APPOINTMENTS**

- APPT00398\_05\_08\_2023 Ilene Harnch-Grady 10 Cushing Ave Council on Aging 6/1/2026
- APPT00399\_05\_08\_2023 Brett Carrier 231 Middle Rd. Byfield Asst Hrbrmstr/Shlfsh Cnstbl/Sp PO 6/1/2026 (PW&S)
- *Re-Appointments:*
- APPT00400\_05\_08\_2023 Robert Dow 185 Storey Ave Harbor Commission 6/1/2026
- APPT00401\_05\_08\_2023 Annie Maurer 17 Otis Pl. Council on Aging 6/1/2026
- APPT00402\_05\_08\_2023 Steven Wallace 20 Allen St Waterfront Trust 6/1/2026 (GG)

ALL ITEMS NOTED BELOW ARE REMOVED FROM THEIR RESPECTIVE COMMITTEES WITH THE MOTION TO APPROVE THE CONSENT AGENDA

#### **BUDGET & FINANCE**

- ORDR00436\_03\_27\_2023 Katherine Day Gift Acceptance
- ORDR00437\_03\_27\_2023 Morrill Foundation Gift Acceptance
- TRAN00151\_04\_24\_2023 Mayor: Sewer Retained Earnings \$120,000 to SEW Plant Chemicals \$120,000 & Water Retained Earnings \$86,000 to WAT Plant Chemicals \$86,000
- TRAN00152\_04\_24\_2023 Mayor: IT Sal Director \$14,673, AUD Sal Financial/Purchasing Analyst \$15,908, and TRS Sal Staff \$16,612.92 to IT Munis License \$14,194.06 and IT Software/Licensing \$32,999.86
- ORDR00444\_04\_24\_2023 Central Congregational Church Gift Acceptance
- ORDR00445\_04\_24\_2023 Friends of NYS Gift Acceptance
- ORDR00446\_04\_24\_2023 Friends of Newburyport Trees Gift Acceptance
- ORDR00447\_04\_24\_2023 FY23 Revolving Fund Spending Limit Increase
- ORDR00448\_04\_24\_2023 PCB Class Action Settlement Payment Acceptance

#### **LICENSES & PERMITS**

- APPL00131\_04\_10\_2023 GNCCI Spring Fest June 3rd-4th 12-5pm
- APPL00132\_04\_24\_2023 Newburyport Pride Parade June 3rd 11:00am-12:45pm
- APPL00133\_04\_24\_2023 Newburyport Lions Club Road Races August 1st 8am-8:30pm

#### **PLANNING & DEVELOPMENT**

- ODNC00135\_01\_30\_2023 Zoning Amendment ITIF Remove Residential Use *Amended*
- COMM00469\_03\_13\_2023 Retail Sale of Marijuana (COTW)
- ORDR00440\_04\_10\_2023 64 Federal St. Plummer House Preservation Restriction

#### **PUBLIC WORKS & SAFETY**

- COMM00477a\_04\_10\_2023 Petition for Pole on Briggs Ave

#### **END OF CONSENT AGENDA**

#### **REGULAR AGENDA**

### **9. MAYOR'S UPDATE**

### **10. FIRST READING APPOINTMENTS**

### **11. COMMUNICATIONS**

### **12. TRANSFERS**

### **13. SECOND READING APPOINTMENTS**

- |                        |                    |                 |                            |           |
|------------------------|--------------------|-----------------|----------------------------|-----------|
| • APPT00389_04_24_2023 | Tara Cederholm     | 20 Fruit St.    | Fruit St. Historical Comm. | 4/30/2026 |
| • APPT00392_04_24_2023 | Marc Cendron       | 91 High St.     | Fruit St Historical Comm.  | 4/30/2026 |
| • APPT00393_04_24_2023 | Jeanette Isabella  | 100 Water St.   | Emma Andrews Library Comm. | 5/1/2024  |
| • APPT00395_04_24_2023 | Paul J. Harrington | 251B High St.   | Tree Commission            | 5/1/2026  |
| • APPT00397_04_24_2023 | John A. Green      | 12 Finnegan Way | Council on Aging           | 5/1/2026  |



#### 14. ORDERS

- ORDR00450\_05\_08\_2023 NBHI Interpretive signs locations
- ORDR00451\_05\_08\_2023 PEG Center Gift Acceptance
- ORDR00452\_05\_08\_2023 FY2024 Budget Order
- ORDR00453\_05\_08\_2023 FY2024-2028 Capital Improvement Program
- ORDR00454\_05\_08\_2023 Storey Avenue bicycle lane

#### 15. ORDINANCES

- ODNC00143\_03\_13\_2023 **2<sup>nd</sup> reading** Municipal Fee Schedule Amend Water Sewer Fees
  - ODNC00148\_04\_10\_2023 **2<sup>nd</sup> reading** Amend Municipal Fees 2-O Recycling and solid waste
  - ODNC00149\_04\_10\_2023 **1<sup>st</sup> reading** Rules for Charitable Donations
- Moved to a date certain May 8, 2023*

In City Council April 24, 2023:

Motion to move to a date certain, Monday, May 8, 2023 by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 7 yes, 2 no (BV, AK) , 2 absent (CW, BL). Motion passes.

- ODNC00150\_05\_08\_2023 Amend Municipal Fees Street Permits and Employee Permits
- ODNC00151\_05\_08\_2023 Amend Ch 13-180 Residential Permits
- ODNC00152\_05\_08\_2023 Amend Ch 13-181 Municipal Parking Facilities
- ODNC00153\_05\_08\_2023 Amend Ch 13-166 Anti-Shuffling

#### 16. COMMITTEE ITEMS

##### Budget & Finance

###### *In Committee:*

- ORDR00436 03 27 2023 Katherine Day Gift Acceptance
- ORDR00437 03 27 2023 Morrill Foundation Gift Acceptance
- TRAN00151 04 24 2023 Mayor: Sewer Retained Earnings \$120,000 to SEW Plant Chemicals \$120,000 & Water Retained Earnings \$86,000 to WAT Plant Chemicals \$86,000
- TRAN00152 04 24 2023 Mayor: IT Sal Director \$14,673, AUD Sal Financial/Purchasing Analyst \$15,908, and TRS Sal Staff \$16,612.92 to IT Munis License \$14,194.06 and IT Software/Licensing \$32,999.86
- ORDR00444 04 24 2023 Central Congregational Church Gift Acceptance
- ORDR00445 04 24 2023 Friends of NYS Gift Acceptance
- ORDR00446 04 24 2023 Friends of Newburyport Trees Gift Acceptance
- ORDR00447 04 24 2023 FY23 Revolving Fund Spending Limit Increase
- ORDR00448 04 24 2023 PCB Class Action Settlement Payment Acceptance
- ODNC00129\_11\_01\_2022 Defining Conflict Rule for Dept. Heads (COTW)
- ORDR00336\_03\_28\_2022 ARPA Amesbury 250K (COTW)

##### Community Services

###### *In Committee:*

- COMM00474\_04\_10\_2023 Newburyport Public Art Policy

##### General Government

###### *In Committee:*

- COMM00464\_02\_27\_2023 Brown School RFI Councillor Zeid Redline (COTW) *amended*
- ORDR239\_02\_8\_2021 *Council Rule 7 and 10B*
- COMM00461\_02\_27\_2023 Brown School Gymnasium Considerations (COTW)
- ORDR00428\_02\_27\_2023 Request for Expressions of Interest (RFI) for Brown School Property (COTW)
- COMM00468\_03\_13\_2023 Brown School Proposal (COTW)
- ODNC00146\_03\_13\_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- APPT00390\_04\_24\_2023 Caitlin Haire 43 Prospect St. Board of Registrars 5/1/2026

## Licenses & Permits

### *In Committee:*

- APPL00131 04 10 2023 GNCCI Spring Fest June 3rd-4th 12-5pm
- APPL00132 04 24 2023 Newburyport Pride Parade June 3rd 11:00am-12:45pm
- APPL00133 04 24 2023 Newburyport Lions Club Road Races August 1st 8am-8:30pm
- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules

## Planning & Development

### *In Committee:*

- ODNC00135 01 30 2023 Zoning Amendment ITIF Remove Residential Use *Amended*
- COMM00469 03 13 2023 Retail Sale of Marijuana (COTW)
- ORDR00440 04 10 2023 64 Federal St. Plummer House Preservation Restriction
- ODNC00141\_02\_27\_2023 Zoning Amendment STRU (COTW)
- APPT00391\_04\_24\_2023 Marc Cendron 91 High St. Historical Commission 5/1/2026
- APPT00394\_04\_24\_2023 Madeline K. Nash 19 Arlington St. Affordable Housing Trust 5/1/2025
- APPT00396\_04\_24\_2023 Jane Healey 38 Winter St. Community Preservation Comm. 5/1/2026

## Public Works & Safety

### *In Committee:*

- COMM000477a 04 10 2023 Petition for Pole on Briggs Ave
- COMM00412\_05\_31\_2022 Ltr Ann Jarocyk re: Traffic Safety
- COMM00414\_05\_31\_2022 Ltr. Emily Dunn re: Traffic on Merrimac Street
- COMM00456\_12\_12\_2022 Letters re: Curb Cut 4 Wilkinson Dr. & 34 Hale St.
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- COMM00459\_01\_30\_2023 Ltr. Residents concerned with speeding on Arlington St.
- COMM00462\_02\_27\_2023 Ltr. From Kathleen O'Connor Ives re: drinking water concerns
- ORDR00449\_04\_24\_2023 Approving Shared Streets Grant, High Street Traffic Calming
- COMM00479\_04\_24\_2023 Ward 4 Street Sidewalk Traffic Safety Priorities
- COMM00480\_04\_24\_2023 Merrimac St. Safety Items
- COMM00482\_04\_24\_2023 Constructions projects at the Central Waterfront

## 17. GOOD OF THE ORDER

## 18. ADJOURNMENT

## **LATE FILE ITEMS**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA**Newburyport Pride Parade**

Information, Rules &amp; Regulations

2023 MAY -4 P 2:13

**Parade Line up:** June 3, 2023, 11:00 am at the Bartlett Mall, in front of the Old Courthouse (Essex County Superior Court), 145 High Street, Newburyport, MA

**Parade Starting time:** June 3, 2023, 12:00 pm

**Parade Route:** Route of travel shall commence from the staging area, cross over High St, proceed down Green Street, cross over Merrimack St, proceed through the parking lot to the Boardwalk on the waterfront, continue on the Boardwalk for a short time, proceed into Waterfront Park (in front of the Firehouse Center for the Arts), and end lining the walkway around the Park. The parade route is under 1 mile and should take 20 – 30 minutes to complete. At the end of the parade, we ask all participants to line the walkway around Waterfront Park until all participants have arrived.

**General Rules:**

1. Newburyport Pride requests that each Group/Organization have one person designated as the "parade representative". They are responsible for working with the Parade Committee on their group's setup and controlling the flow of their group. The parade representative shall check in upon arrival at Bartlett Mall and receive further information
2. You are encouraged to use Signs/Banners/Logos for your group; however, we ask that you please be respectful – no messages of hate or shame towards peoples of different views, no offensive or adult language, and try to keep messaging positive and uplifting.
3. Small pets such as dogs and cats are permitted in the parade, but you are responsible for cleaning up after your pet at all times.
4. No items can be *thrown* to the crowds lining the street. Items can be given out during the parade, but they must be physically handed to people lining the street. Items can include Pride flags, wristbands, candy, beads, etc.
5. Participants shall wear appropriate attire while participating in the parade. Please refrain from wearing g-strings, jock straps or any clothing that reveals too much. Remember, this is an all-ages, family-friendly event
6. Please listen to all information and follow all directions of the volunteers during set-up and parade execution. Please keep a safe distance between your group and others, but please do not allow large gaps between the groups

7. Please do not engage any hostile protestors. They may be there, but please respect their freedom of speech.
8. No alcohol or drug use is permitted during set-up or parade execution
9. The parade will be held rain or shine, please plan accordingly
10. There are restroom facilities at the END of the parade route, but NOT at the beginning. Please plan accordingly
11. Nothing can be left at the set-up area at Bartlett Mall. Please bring all belongings with you (including trash).
12. Bullhorns, megaphones and confetti are prohibited
13. Any performances or routines must be performed while moving forward within the Parade (no stopping)
14. Participating children below the age of 16 must be supervised by an adult at all times
15. Non-registered, unapproved groups will not be permitted to join on parade day. Newburyport Pride reserves the right to refuse participation of any group.
16. No motorized vehicles allowed



**IN CITY COUNCIL**

**ORDERED:**

May 8, 2023

THAT the City Council of the City of Newburyport hereby approves the attached Intermunicipal Agreement between the Town of West Newbury and the City of Newburyport for Shared Animal Control Services.

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Councillor Heather L. Shand



## IN CITY COUNCIL

**ORDERED:**

May 8, 2023

### **CITY OF NEWBURYPORT AND TOWN OF WEST NEWBURY**

#### **INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF SHARED ANIMAL CONTROL SERVICES**

##### **Article 1. Purpose**

This agreement is entered into, pursuant to Massachusetts General Laws Chapter 40, Section 4A, by and between the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Select Board.

WHEREAS, the City of Newburyport and the Town of West Newbury are each obligated to provide animal control services to their residents; and

WHEREAS, the City of Newburyport and the Town of West Newbury have determined that their residents can more efficiently and effectively be served with such services through a joint undertaking between the communities; and,

WHEREAS, the City of Newburyport and the Town of West Newbury have determined to join together to establish and administer a program of shared Animal Control Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

##### **Article 2. Definitions**

Participating Governmental Units: the City of Newburyport and the Town of West Newbury. Animal Control Services: Any and all services as required of an Animal Control Officer under applicable Massachusetts Laws and regulations, including but not limited to MGL Chapter 140, Section 151 et seq. and MGL Chapter 129, Section 15 et seq.

##### **Article 3. Term**

This Agreement shall take effect on the 1st day of July 2023 and shall remain in effect for two (2) years from the effective date. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement.

#### **Article 4. Lead Party**

The City of Newburyport shall act as the "Lead Party" for the Participating Governmental Units, by employing the necessary officers and providing the necessary equipment, vehicles and kennel to perform said Animal Control Services. Said officers shall be considered employees of the City of Newburyport and be accorded all applicable benefits enjoyed by other Newburyport municipal employees as they are or shall be established. Each such officer must be a Massachusetts certified Animal Control Officer (excepting that new employees may acquire such certification within two years of the commencement of employment). Said certification must be maintained during the term of this Agreement. The office where such officers shall be primarily located will be in Newburyport.

#### **Article 5. Funding Contribution**

- A. The Lead Party shall establish for each fiscal year, subject to appropriation, the annual operating budget for the provision of shared Animal Control services (hereinafter "Budget"). The Budget shall include costs for Animal Control Officer and Assistant ACO Wages, Overtime, Clothing Allowance, Buildings & Grounds, Care of Animals, Dead Animal Removal, Fuel/Oil, Dues/Licenses, Health Insurance, Workers Comp, and FICA, as enumerated in Exhibit A: Shared Animal Control Services, Total Program Costs. The Town of West Newbury shall receive a credit for its provision of the ACO vehicle, including insurance, as provided in Article 8.
- B. The Municipalities shall share the cost of the total Budget in proportion to the percentages set forth in Exhibit A: Shared Animal Control Services, Total Program Costs.
- C. Twice a year during each year of this Agreement, the Lead Party shall prepare and distribute to West Newbury invoices, accompanied by an expense report summarizing the incurred costs of the program for the prior six months. Said invoices will be distributed by the Lead Party no later than January 31<sup>st</sup> for services rendered from July 1 through December 31 and no later than July 31<sup>st</sup> for services rendered from January 1 through June 30.
- D. By February 1<sup>st</sup> of each fiscal year, the designees of the Municipalities shall meet to agree on the proposed Budget for the next fiscal year. The Budget and Fee Structure shall be reviewed and adjusted, if necessary, in accordance with each Municipality's typical annual budget process.
- E. Notwithstanding any other provision in this Agreement to the contrary, the Municipalities agree that, following dissolution or termination of this Agreement, each shall be responsible for continuing their shared respective contribution for the Animal Control Officer's unemployment and/or workers' compensation benefits that may accrue while the Municipality was a party to this Agreement.
- F. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

#### **Article 6 Financial Safeguards**



Under the provisions of M.G.L. Chapter 40, §4A, the City of Newburyport Director of Public Health shall provide to the Town of West Newbury periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Finance Department with the invoices referenced in Article 5. In addition, all bills and payrolls submitted for work done under this regional agreement shall be plainly marked to indicate that the work was done under the authority of this agreement.

The accounting records of the Newburyport Animal Control Services, working under the direction of the Newburyport Director of Public Health, shall be subject to the City's annual audit process and shall be subject to periodic audit by the Newburyport City Auditor as is current practice.

#### **Article 7 Hours of Services and Service Requirements**

The City of Newburyport shall provide Animal Control Services under this Agreement on an as-needed basis, seven days a week, twenty four hours a day. Animal Control Services shall be provided on an equal basis between the communities.

#### **Article 8 Vehicle Usage**

The Town of West Newbury shall provide a 2021 Ford F150. This vehicle shall be made available for the use of the Animal Control Officers. Collision and liability insurance for the vehicle shall continue to be paid by the Town of West Newbury. The City of Newburyport shall be responsible for the maintenance and upkeep of West Newbury's vehicle. The City shall maintain records of all vehicle maintenance and, within its periodic expense reports provided to the Town of West Newbury per Article 5.C., shall provide a record of maintenance undertaken within the prior reporting period.

#### **Article 9 Fines**

Any fines, exempting boarding fees, collected will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the animal was taken, or in the case of an animal not taken, returned to the Participating Governmental Unit in which the animal resides or is kept.

#### **Article 10 Indemnification**

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees, or from or in relation to actions

taken by the Animal Control Officer on behalf of or at the direction of the first Participating Governmental Unit. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is for the benefit of the parties hereto and is not intended to confer third party beneficiary status on any other person or entity.

#### **Article 11 Operation of Animal Shelter Facilities**

The City of Newburyport shall maintain and operate an Animal Shelter Facility under the following terms and conditions.

- I. OPERATIONS:
  - A. The Animal Shelter Facility shall be accessible to the citizens of each Participating Governmental Unit for the retrieval of impounded animals during normal business hours, Monday through Wednesday 8AM to 4PM, Thursday 8 AM to 7 PM, and Friday 8 AM to 12 PM by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of both Participating Governmental Units which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Participating Governmental Unit website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.
  - B. Newburyport will provide daily supervision, food, water and humane care to animals boarded at the shelter.
  - C. All Animal Control Officers will log in each time they enter the Animal Shelter Facility. The sign-in sheets will be submitted monthly to the Director of Public Health.
  - D. The Animal Shelter Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers only. There shall be no entry of other persons in the shelter without the consent of the City of Newburyport Director of Public Health.
  - E. Newburyport will be responsible for the Animal Shelter Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.
  - F. Newburyport will be responsible to keep the Animal Shelter Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by the City of Newburyport Director of Public Health.

- G. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Newburyport Animal Control Officer, no more than one adult animal shall be kept per cage.
- H. Newburyport will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Participating Governmental Unit's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.

II. FEES:

- A. Owners who reclaim animal(s) shall make payment to the City of Newburyport prior to reclaiming their animal(s) for all boarding fees (\$35.00 per day for each animal) and all other fees related to shelter services provided per day per animal.
- B. Newburyport shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.
- C. Each Participating Governmental Unit shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, "veterinary costs" shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.
- D. Each Participating Governmental Unit shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.
- E. Newburyport may add a surcharge of up to ten (10) percent (not to exceed \$25.00) to medical bills to cover certain incidental costs relating to transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.
- F. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Participating Governmental Unit where the animal originated.

- G. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the City of Newburyport Health Department.

- III. RECORD KEEPING: Each Participating Governmental Unit's Animal Control Officers shall maintain an impound record on each animal delivered to the Animal Shelter Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

Upon discharge, one (1) copy of the animal's completed record shall be provided to the person claiming the animal and one (1) copy of each discharged animal's record shall be provided to Newburyport. If the agreement is terminated, all impound records shall be transmitted to the appropriate town.

- IV. DISCHARGE:

- A. Claimed animals: Each Participating Governmental Unit will require the person claiming the animal to show identification (preferably a driver's license). In the case of a dog, a certificate of license is required of all dogs six (6) months of age or older for release.

In the event of non-licensure of a dog, the owner or person claiming the dog will be required to show proof of licensure prior to release by the Animal Control Officer. The Animal Control Officer will not be responsible for ensuring licensure of the dog.

In addition, the Animal Control Officer will provide the person claiming the animal with a full disclosure of any medical treatment rendered by a veterinarian and/or the Animal Shelter Facility and by whom it was rendered and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the Animal Shelter Facility must obtain the signature and the driver's license number of the person to whom the animal is released on the Impound Record.

- B. Unclaimed animals: Unless requested by the Newburyport Director of Public Health or West Newbury Police Chief to retain the animal for a longer period (2 to 4 additional days), animals will be picked up on or immediately following the seventh (7th) day of confinement by the Animal Control Officer. The written notice to extend shelter services from the Newburyport Director of Public Health or West Newbury Police Chief must accompany the reports to the city or town. The shelter may place such animals as are deemed suitable up for adoption in accordance with MGL Chapter 140, section 136A.

## **Article 12 Miscellaneous**

- a. This agreement may be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared Animal Control Services, the terms agreed to herein, including apportionment of expenses, for such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.

- b. This agreement represents the entire understanding of the parties with respect to its subject matter.
- c. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d. If any of the provisions of this agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

TOWN OF WEST NEWBURY

CITY OF NEWBURYPORT

By Town Manager

By Mayor

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly authorized by unanimous 3-0 vote

of Select Board on April 24, 2023

**Exhibit A: Shared Animal Control Services, Total Program Costs**

<b><u>Estimated Costs</u></b>		
	<b><u>FY2024</u></b>	<b><u>FY2025</u></b>
Animal Control Officer*	50,384	51,770
Assistant ACO	12,500	12,750
Overtime	3,600	3,600
Clothing Allowance	800	825
Building & Grounds	2,000	2,000
Care of Animals	2,750	2,750
Dead Animal Removal	100	100
Fuel/Oil Vehicle	1,500	1,500
Dues/Licenses	100	100
Health Insurance	7,416	7,713
Workers Comp	578	601
FICA (Medicare) Taxes	731	751
<b>Sub-Total Newburyport Costs</b>	<b><u>82,459</u></b>	<b><u>84,459</u></b>
West Newbury Vehicle	2,181	1,963
<b>Sub-Total West Newbury Costs</b>	<b><u>2,181</u></b>	<b><u>1,963</u></b>
<b>Total Program Cost</b>	<b><u>84,640</u></b>	<b><u>86,422</u></b>
<b><u>65/35 split based on actual costs</u></b>		
	<b><u>FY2024</u></b>	<b><u>FY2025</u></b>
<b><u>West Newbury's Share</u></b>		
Direct Costs	2,181	1,963
Assessment (Estimated**)	27,443	28,285
<b>Total West Newbury</b>	<b>29,624</b>	<b>30,248</b>
<b>% of Total Program Cost</b>	<b>35.0%</b>	<b>35.0%</b>
<b><u>Newburyport's Share</u></b>		
Direct Costs	82,459	84,459
Less: Payment from WNBY	-27,443	-28,285
<b>Total Newburyport</b>	<b>55,016</b>	<b>56,174</b>
<b>% of Total Program Cost</b>	<b>65.0%</b>	<b>65.0%</b>

\*Current employee is Teamsters Grade A, Hire Date 11/12/2019.

\*\*Newburyport will invoice West Newbury for actual costs incurred as of December 31 and June 30 for all expenses indicated above.



**IN CITY COUNCIL**

**ORDERED:**

May 8, 2023

Be it ordained by the City Council of the City of Newburyport as follows:

**THAT** the City Council of the City of Newburyport hereby approve and authorize the acceptance of a perpetual Preservation Restriction (PR) between the City, acting through the Newburyport Historical Commission (NHC), and Samuel Bartow Kimball and Michelle Christine Kimball, for the property located at 344 Merrimac Street, said PR to be substantially in the form submitted to and approved by vote of the NHC at its meeting on June 23, 2022, and as further reviewed and approved by the Massachusetts Historical Commission (MHC).

; and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

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Councillor Edward C. Cameron, Jr.



**The Commonwealth of Massachusetts**  
William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

April 28, 2023

Paul J. Gagliardi  
Dalton & Finegold, LLP  
[BY EMAIL]

RE: Draft Preservation Restriction Agreement, 344 Merrimac Street (aka Levi Carr House),  
Newburyport, Massachusetts (MHC # NWB.273)

Dear Mr. Gagliardi:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the revised draft Preservation Restriction Agreement for the above referenced property response to MHC's comment letter of January 24, 2023. The following comments are provided under the MHC's approval authority for preservation restrictions under M.G.L. Chapter 184, Section 32.

The MHC is prepared to approve the Preservation Restriction Agreement for 344 Merrimac Street, Newburyport, Massachusetts conditional upon the incorporation of the following comments:

- 1) Page 3. Second Recital. Please include the Planning Board Special Permit Decision number and the Book and Page recording information in this Recital. It should read: "WHEREAS, the City of Newburyport Planning Board (the "Planning Board") did, by Decision PBSP-22-4 dated June 15, 2022, and recorded with Essex South Registry of Deeds in Book 41249, Page 33, a copy of which is attached hereto and incorporated herein as Exhibit G, approve a Special Permit pursuant to Section VI.C of the Zoning Ordinance of the City of Newburyport to allow two residential structures on one lot (the "Planning Board Decision"); and". Please note that Exhibit G was missing from your submission.
- 2) Page 3. Seventh Recital. The reorganized Exhibits are not quite as MHC requested. The easiest solution is to revise the references here as follows.
  3. Exhibit C – Newburyport Assessors' Parcel Map with Building Footprint; and
  4. Exhibit D – Massachusetts Historical Commission Inventory Form B (NWB.273) (1980) amended and updated by Essex Preservation Consulting (2022); and a set of thirty-four (34) exterior photographs of the Building taken February 2022, and a set of ten (10) interior photographs of the Chimney taken March 2023;

[The photo lists then follow.]

- 3) Page 18. Exhibit A. Please delete "(Make sure this is correct)" from the title.
- 4) Page 19. Exhibit B. The plan included as Exhibit B is not the correct plan. The Plan must be the recorded Plan presently cited in both the First and Seventh Recitals, and referenced in Exhibit A. That is the 1987 plan recorded in Essex South Registry of Deeds Plan Book 224, as Plan 25.

220 Morrissey Boulevard, Boston, Massachusetts 02125

(617) 727-8470 • Fax: (617) 727-5128

[www.sec.state.ma.us/mhc](http://www.sec.state.ma.us/mhc)



- 5) Page 65. Exhibit G. Missing from your submission. Please add copies of the 13 pages of the Planning Board Special Permit recorded in Essex South Registry of Deed Book 41249, Page 33. Please continue the page numbering of the Agreement through these pages and renumber the Mortgagee Assent page that follows Exhibit G.

Once these final revisions are incorporated the Agreement should be executed by all parties and the signed and notarized assents of the mortgagees obtained. The complete original agreement including all exhibits and assents should then be forwarded to the Massachusetts Historical Commission for its signature approval. Please assure that the final, original agreement is a single-sided document as registries will not accept double-sided submissions. Prior to submitting the agreement to the MHC, please verify that all notary signature verifications have been correctly executed, as notary errors and omissions are common, and MHC will not approve agreements with any irregularities in the signature notarizations. The notary signature verification must positively indicate the form of identification used to verify the identity of the signatory.

We will return the approved agreement to you for filing at the Registry of Deeds. Once it has been filed at the Registry, we ask that a complete facsimile copy, showing registration and date-received stamps, be returned to MHC for our records.

Please don't hesitate to contact me with any questions regarding the comments included in this letter.

Sincerely,



Deputy State Historic Preservation Officer  
Director, Preservation Planning Division  
Massachusetts Historical Commission  
[Michael.steinitz@sec.state.ma.us](mailto:Michael.steinitz@sec.state.ma.us)  
978-836-2438 (mobile)

Xc [email]: Newburyport Office of Planning and Development; Brad Kutcher; Sam Kimball; Nicholas Cracknell

# **PRESERVATION RESTRICTION AGREEMENT**

**between**

**SAMUEL KIMBALL a/k/a SAMUEL BARTOW KIMBALL  
AND  
MICHELLE C. KIMBALL a/k/a MICHELLE CHRISTINE KIMBALL**

**and the**

**CITY OF NEWBURYPORT, MASSACHUSETTS**

**BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION**

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_\_ day of May, 2023 by and between Samuel Bartow Kimball and Michelle Christine Kimball of 344 Merrimac Street, Newburyport, Massachusetts. 01950 (“**Grantor**”), and the CITY OF NEWBURYPORT (“**Grantee**”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 (“**Commission**”),

WHEREAS, the Grantor is the owner of certain real property located 344 Merrimac Street, Newburyport, Massachusetts, referred to as “**the Property**” and containing about 14,373 square feet, more or less, as more particularly described in Grantor’s deed recorded in the Essex South District Registry of Deeds in Book 41197, Page 316, and in Exhibit A, incorporated herein by reference and attached hereto, and further described on a plan of land entitled “Plan of Land in Newburyport, Mass. prepared for Colin and Connie T. Nelson & N. Diane Koehler, dated January 1987,” recorded in the Essex South District Registry of Deeds in Plan Book 224, Plan 25, a copy of which is and incorporated herein by reference and attached hereto as Exhibit B, said Property improved by a building thereon known as the Levi Carr House and is referred to hereinafter as “**the Building**”, described as follows:

The original main block rises two and one-half stories from a rough-cut stone foundation and is finished with painted clapboard siding with wood trim elements, in the form of narrow corner boards, roof cornice, water tables, window trim, and entry surrounds (Photo 5). The gabled roof of the main block is currently finished with asphalt shingles and features a prominent broad central chimney, which is centered on the roof ridge. The chimney is parged with concrete but is likely of brick construction. The roofline at the facade is defined by a shallow box cornice and prominent fascia; the eaves at the rear are obscured by the two-story addition. The side gables of the main block are defined by compound fascia boards with shallow returns. Modern aluminum gutters and downspouts were installed around the building. Windows of the main block are trimmed with painted flat wood trim, except at the facade where windows are topped by shallow hood moulds. Window openings hold a combination of historic wood double-hung windows and modern replacements, as noted below. All windows are covered by modern storm windows.

The principal facade (southwest elevation) is five bays wide and laid out symmetrically around a central entry. The entry is framed by what appears to be the original surrounds, which consists of wide Tuscan pilasters supporting a tall entablature with dentil molding. The existing door is a fairly recent replacement. Access to the entry is by way of a modern poured concrete step. Window openings in the two northernmost bays of the facade hold modern replacement windows, while the remaining windows retain historic wood windows in a nine-over-six pane

configuration at the first floor and a two-over-one configuration at the second floor. Two small basement window openings (one on either side of the central entry) were likely added and are set within poured concrete window wells; the openings hold modern windows.

The northwest elevation is three bays wide and finished with painted clapboards. Fenestration is asymmetrically arranged, with windows (two per floor) in the easternmost bays only. All window openings hold modern replacement windows. A modern vent is centered beneath the gable peak within an untrimmed opening. The southeast elevation is finished with painted clapboards and is partially covered by a one-story enclosed porch and the two-story rear addition. Fenestration at the exposed upper levels of this elevation are similar to those at the northwest elevation, with a vent in the gable and windows in the two easternmost bays of the second floor. Here, the window opening in the central bay holds a historic two-over-one window, while the second opening has a one-over-one window that appears to be a replacement. The enclosed porch at the first floor was added after 1914. The porch is largely made up of grouped windows separated by slender mullions - two windows on the southwest wall and four on the southeast wall. These adjoining windows hold older wood two-over-one sashes. The porch is enclosed by a hip roof finished with asphalt shingles. The roof edge has shallow overhanging eaves with painted flat wood soffit and fascia boards.

Much of the rear ell is covered by later additions, however it is clearly discernible on the northwest side. The ell appears to have been constructed as a one and one-half story structure with a gable roof. It rests on a rough-cut granite ashlar foundation holding two small modern basement windows. The northwest elevation is finished with painted clapboards and features three asymmetrical windows, all of which hold modern replacement windows. A portion of the upper level was raised to create a full second floor with a single small window opening, which now holds a modern window. Only the upper portion of the ell's northeast elevation is visible; the remainder is covered by a single-story shed addition. The exposed gabled wall of the ell is finished in painted wood shingles and trimmed with narrow corner boards and a compound fascia. A single window set beneath the gable peak holds a modern window. The shed addition is a relatively recent feature, resting on a poured concrete foundation and featuring painted flat wood trim, modern windows, and a modern door on its southeast wall. Access to the entry is by way of an unpainted wood porch. The shed addition is finished with painted clapboards on the northwest wall and painted wood shingles elsewhere. Most of the southeast wall of the ell is obscured by the two-story rear addition, however a narrow section of the wall remains exposed. This section of wall is finished with painted wood shingles and features a single window opening with painted flat wood trim and a modern window.

The two-story rear addition covers the rear (northeast) elevation of the main block and wraps around to cover a small portion of the southeast elevation as well. The rear addition has a flat roof, poured concrete foundation, painted flat wood trim, and a combination of painted wood shingle siding (northeast elevation) and painted clapboards (southeast elevation). A slender brick chimney projects from the roof. Fenestration at the rear elevation of the addition is asymmetrical, with window openings of varying sizes and configurations, including single and paired windows. Most openings hold older two-over-one wood windows, although two windows have one-over-one sashes. The southernmost half of the addition has a narrow fascia board at the roofline, while the northern half has no visible trim along the roof edge. A portion of the rear addition at the southernmost end is covered by a fairly recent one-story shed addition with a cross gabled bay. This small addition has a combination of painted wood shingles and clapboards, painted flat trim, and contemporary windows. The one-story addition has an entry at its southeast wall; the entry holds a modern door and a screen door.

The Building is further depicted and described in Exhibit D incorporated herein and attached hereto by reference; and

WHEREAS, the City of Newburyport Planning Board (the “Planning Board”) did, by Decision PBSP-22-4 dated June 15, 2022, and recorded with the Essex South District Registry of Deed in Book 41249, Page 33, a copy of which is attached hereto and incorporated herein as Exhibit G, approve a Special Permit pursuant to Section VI.C of the Zoning Ordinance of the City of Newburyport to allow two residential structures on one lot (the Planning Board Decision”); and

WHEREAS, pursuant to the Planning Board Decision, the Grantor was required to enter into this Preservation Agreement; and

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction around 1805 and its location as a contributing property within the Newburyport Historic District, designated August 2, 1984 and listed on State and National Registers of Historic Places. The Building is important for its associations with the social and religious history of Newburyport, and to the public’s enjoyment and appreciation of Newburyport’s architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “preservation values”) and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building, both the interior and exterior portions of the chimney (both the interior and exterior hereinafter referred to as the “Chimney”) and the Property; and

WHEREAS, the preservation values of the Building, Chimney and the Property are documented in a series of photographs and documents (hereinafter, “Baseline Documentation”) incorporated herein by reference and attached hereto as Exhibits A, B,C and D, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibits A, B, C and D) shall consist of the following:

1. Exhibit A – Legal Property Description;
2. Exhibit B - Recorded Plan (Essex South District Registry of Deeds, Plan Book 224, Plan 25);
3. Exhibit C – Newburyport Assessors’ Parcel Map with Building Footprint; and
4. Exhibit D – Massachusetts Historical Commission Inventory Form B (NWB.273) (1980) amended and updated by Essex Preservation Consulting (2022); and a set of thirty-four (34) exterior photographs of the Building taken February 2022, and a set of ten (10) interior photographs of the Chimney taken March 2023;

A set of thirty-four (34) exterior photographs of the Buildings taken in February of 2022;

- a. Photos 1 - 4: Setting
- b. Photos 5 – 6; View northeast showing the principal façade and foundation
- c. Photo 7: View northeast showing chimney on main block
- d. Photo 8: View northeast showing principal façade and detail of cornice
- e. Photo 9: View northeast showing detail of main entry
- f. Photos 10-11: View northeast showing first and second floor windows

- g. Photo 12: View northeast showing detail of foundation and basement window
- h. Photo 13: View southwest showing northwest elevation
- i. Photos 14-15: View southeast showing northwest elevation detail of corner board, fascia, return at gable and typical window
- j. Photo 16: View southwest showing detail of foundation to ell and basement windows
- k. Photo 17: View north showing southeast elevation from the west end
- l. Photo 18: View northwest showing southeast elevation from the east end
- m. Photo 19: View north showing southeast elevation with detail of enclosed porch
- n. Photos 20-21: View northwest showing southeast elevation showing detail of second floor windows and of entry at east end
- o. Photos 22-25: View southwest showing the rear elevation with detail of the northeast addition, the central bays on the first and second floors
- p. Photo 26: View northwest showing southeast face of rear ell
- q. Photo 27: View northwest showing chimneys on roofs of main block and addition
- r. Photos 28-34: Views of non-historic outbuildings and the rear yard; and

A set of ten (10) interior photographs of the Chimney taken in March of 2023;

- Photo 1: View from southeast showing chimney in the basement
- Photo 2: View from southwest showing chimney foundation and brick arch in Basement
- Photo 3: View from southeast showing chimney foundation and fieldstone base in the basement
- Photo 4: View showing east side fireplace on first floor
- Photo 5: View showing west side fireplace on first floor
- Photo 6: View showing north side fireplace on first floor
- Photo 7: View showing east side fireplace on second floor
- Photo 8: View showing west side fireplace on second floor
- Photo 9: View showing southeast side of chimney in the attic
- Photo 10: View showing southside of chimney in the attic; and

WHEREAS, the Building and the chimney are in need of preservation and restoration; and

WHEREAS, the preservation of the Chimney and the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 (“Act”); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8 (d), authorized and directed by the Grantee to manage the Property and Building burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property, the Chimney and the exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the Chimney and the exterior of the Building will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Property or either the Chimney or the exterior of the Building that will significantly impair or interfere with the either the Chimney's or the Building's preservation values or alter views of either the Chimney or the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Chimney and the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Chimney, the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Chimney, the Building or the Property.

3. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Chimney and the Building, including the maintenance/preservation of the entire central chimney from the basement (within the structure) to its termination above the roofline, in the a good structural condition. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the Chimney and the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Chimney and the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

4. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. neither the Chimney nor the Building shall be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;

- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantee;
- e. no further subdivision of the lot shall be permitted and this condition shall be memorialized as a deed restriction for both structures; and
- f. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter either the Chimney or the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly, other than landscaping elements less than 36 inches in height, not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Chimney, the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit E), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
  - (i) are permitted by governmental statute or regulation;
  - (ii) do not substantially impair the preservation values of the Chimney, Building and Property;
  - (iii) are not inconsistent with the Purpose of this Restriction; and
  - (iv) are listed in the Grantor's Proposed and Granted Changes and more particularly described in Exhibit F.
- b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Chimney and the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Chimney and the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time provided nothing herein shall be construed to permit the Grantor to undertake any of the activities prohibited hereunder.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Chimney and the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of either the Chimney or the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that the Chimney, Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Chimney, Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Chimney and/or Building and/or reconstruction of damaged or destroyed portions of either the Chimney or the Building; and
- c. a report of such restoration/reconstruction work necessary to return either the Chimney or the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Chimney and/or Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.



If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of either the Chimney or the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze either or both the Chimney and the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Chimney and/or the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Samuel Bartow Kimball  
Michelle Christine Kimball  
344 Merrimac Street  
Newburyport, MA 01950

Grantee: City of Newburyport  
c/o Newburyport Historical Commission  
City Hall  
60 Pleasant Street  
Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Chimney, the Buildings and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Chimney, the Building and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Chimney and/or Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Chimney and Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Chimney, the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Chimney, the Buildings or the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes include the preservation of buildings or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport, and the Newburyport Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Essex South District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct

damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Essex South District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

29. Subordination of Prior Liens: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following: Mortgage granted by Grantor to the Institution for Savings in Newburyport and Its Vicinity recorded with Essex South District Registry of Deeds in Book 41197, Page 318. The Institution for Savings in Newburyport and Its Vicinity has subordinated its mortgage to this Restriction with the Assent attached hereto and recorded herewith. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Restriction.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this \_\_\_\_ day of May, 2023.

By:

**GRANTOR:**

\_\_\_\_\_  
Samuel Bartow Kimball

\_\_\_\_\_  
Michelle Christine Kimball

#### COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of May, 2023, before me, the undersigned notary public, personally appeared Samuel Bartow Kimball proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principals), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of May, 2023, before me, the undersigned notary public, personally appeared Michelle Christine Kimball proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principals), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

---

Notary Public  
My Commission Expires:

**ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION**

\_\_\_\_\_  
Glenn Richards, duly authorized  
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex ,ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Newburyport Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT**

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on \_\_\_\_\_, 2023, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

By its Clerk

\_\_\_\_\_  
Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

\_\_\_\_\_  
Sean Reardon, Mayor

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared, Sean Reardon, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

---

Notary Public  
My Commission Expires:

**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

**COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: \_\_\_\_\_

Executive Director and Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared, \_\_\_\_\_, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **EXHIBIT A**

### **Legal Description**

The land in said Newburyport with the buildings thereon, being Parcel "A" on a plan entitled "Plan of Land in Newburyport, Mass. owned by Bertram T. French, Jr., dated Aug. 5, 1961, scale one inch (1) equals twenty feet (20) by Walter T. Martin, Registered Profession Engineer and Land Surveyor", and being more particularly described as follows, viz:

Parcel "A" Beginning at a nail in a stake on Merrimac Street in said plan at the southwest corner of this parcel "A" by land of Bertram T. French et ux and thence running Northwesterly by said Merrimac Street sixty-six and no hundredths (66.00) feet to a spike at the southeast corner of Merrimac Street and Union Court as shown on said plan; thence running northeasterly along said Union Court one hundred twenty-three and eighty-two one hundredths (123.82) feet to a spike in a cut off old fence post at the corner of Parcel "B" as shown in said plan; thence southeasterly fifty-eight and twenty-four one-hundredths (58.24) feet by said Parcel "B" shown on said plan to a spike at land of Bertram T. French et ux and a corner of said Parcel "B"; thence southwesterly one hundred fourteen and ninety-four one-hundredths (114.94) feet by land of Bertram T. French et ux as shown on said plan to the nail in the stake begun at.

Containing approximately 7366 square feet.

Also: Another parcel, Parcel B as shown on said plan. Beginning at a spike in a cut off old fence post shown in said plan at the northwest corner of this Parcel "B" also at a corner of Parcel "A" and thence running northeasterly by said Union Court one hundred twenty and thirty-nine one-hundredths (120.39) feet to a spike as shown on said plan. Thence running southeasterly from said spike on Union Court twenty-nine and fifty-one hundredths (29.51) feet to a spike at a corner on Merrimac Court. Thence running southwesterly by said Merrimac Court twenty-five and no one hundredths (25.00) feet to a nail in a stake at a corner of other land of Bertram French shown on said plan as Parcel "C". Thence running southwesterly by said Parcel "C" eighty-two and fifty-eight one-hundredths (82.58) feet to a corner at land of Bertram T. French et ux and continuing running on the same southwesterly course by the land of said Bertram T. French et ux thirty-six and fifty-eight one-hundredths (36.58) feet to a spike at the corner of Parcel "A" as shown on said plan. Thence running northwesterly by said Parcel "A" fifty-eight and twenty-four one-hundredths (58.24) feet to the spike in the old cut off fence post begun at.

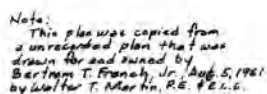
Containing approximately 7007 square feet.

See also plan of land entitled "Plan of Land in Newburyport, Mass. Prepared for Colin & Connie T. Nelson & N. Diane Koehler, dated January, 1987" recorded at Plan Book 224, Plan 25.

**EXHIBIT B**  
**RECORDED PLAN**

For Registry Use

NOTE: PARCELS A & B NOW OWNED  
IN COMMON OWNERSHIP.



I hereby certify that the property lines shown on this plan are the lines dividing existing ownerships, and the lines of streets and ways shown are those of a public or private way already established, and that no new lines for division of existing ownership or new ways are shown.

Robert E. Goodwin 01/30/87  
I certify that this plan conforms  
with the Rules and Regulations  
of the Registers of Deeds.

of the Registers of Deeds.  
Robert L. Gordon. 01/30/97

PLAN OF LAND

NEWBLIRYPORT, MASS.

FOR  
**COLIN & CONNIE T. NELSON**  
+ N. DIANE KOEHLER "344 MERRIMAC STREET ASSOCIATION"

SCALE: 1"=20'



JANUARY 1987



EVERETT C. RAYMOND, JR.  
CONSULTANT  
859 BROADWAY - HAVERHILL, MASS.

Robert G. Goodwin  
# ROBERT G. GOODWIN  
SUPERVISOR  
92 CENTRAL ST. - ANDOVER, MASS.

## EXHIBIT C

### ASSESSOR'S MAP



# EXHIBIT D

## BASELINE DOCUMENTATION BASELINE PHOTOGRAPHS – FEBRUARY 2022

### Baseline Documentation

(Massachusetts Historical Commission Inventory Form B cover sheet prepared 1980 by Mary Jane Stirgwalt. Continuation sheets prepared in 2022 by Essex Preservation Consulting.)

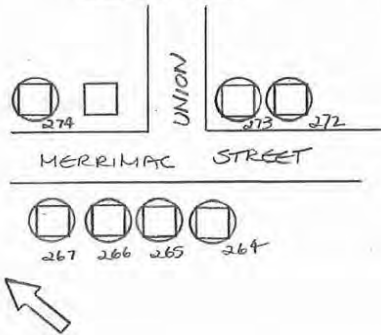
FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION



SKETCH MAP

Draw map showing property's location in relation to nearest cross streets and other buildings or geographical features. Indicate north.



Recorded by Mary Jane Stirgwalt  
Organization Office of Community Development  
Date 01-04-80

NWB.273

Area	Form no.
I+L	273

USGS - Newburyport

Newburyport  
Address 344 Merrimac Street  
Historic Name Levi Carr House  
Original Residence  
Present Residence  
Ownership: ☒ Private individual  
☐ Private organization  
☐ Public  
Original owner Levi Carr

### DESCRIPTION:

Date c. 1805  
Source Essex County Registry of Deeds  
Style \_\_\_\_\_  
Architect Unknown  
Exterior wall fabric Clapboards  
Outbuildings Garage and shed

Major alterations (with dates) several additions at rear (dates unknown)

Moved \_\_\_\_\_ Date \_\_\_\_\_

Approx. acreage 14,373 sq. ft.

Setting in residential area of late eighteenth and nineteenth century houses on the banks of the Merrimack River.

ARCHITECTURAL SIGNIFICANCE (describe important architectural features and evaluate in terms of other buildings within community)

This two story house with pitched roof and symmetrical, five bay facade is an excellent example of the vernacular architecture built in Newburyport around the turn of the nineteenth century. Noteworthy features of the house include a large central chimney, simple Federal cornice moulding, and unusual, eared window lintels. The doorway is simple but is detailed with the pilasters and simple entablature characteristic of the period.

HISTORICAL SIGNIFICANCE (explain the role owners played in local or state history and how the building relates to the development of the community)

This parcel of land was purchased from George Burroughs by Jacob Whitmore in 1793. In 1801 when Whitmore sold the property to Levi Carr there was no house mentioned in the deed of sale. Carr was probably the original owner of this house.

In 1851 the owner of this house was Levi Carr, probably the son of the builder of the house. He was a shipcarpenter who was employed as a foreman by John Currier, Jr. for many years. The Currier shipyard was located on the riverbanks adjacent to this house. Carr was also part-owner of Carr's Island.

In 1872 Levi Carr still owned this house. Also in residence at that time was Charles H. Carr, also a shipcarpenter. Levi Carr died in 1876 at the age of eighty. At that time the house was willed to his heirs.

BIBLIOGRAPHY and/or REFERENCES

Assessor's Records 1890-1980  
1851 Plan of Newburyport, Mass. H. McIntire  
~~1872~~ Map of the City of Newburyport, Mass. D. G. Beers and Co.  
1851, 1871 City Directories  
Deed Research compiled by Mrs. Nancy Flynn and Mrs. Kathy Horden.

20M-2/80



## INVENTORY FORM CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NEWBURYPORT

Area(s) Form No.

NWB

273

**Architectural Description**

According to the Massachusetts Historical Commission Inventory Form B for the property, the Levi Carr House at 344 Merrimac Street was constructed circa 1805. The house design is consistent with New England late Georgian style residences, with its rectangular plan, gable roof, symmetrical five-bay facade, center entry with prominent surrounds, and large central chimney (Photo 5). The Carr House (constructed ca. 1805) is located roughly one mile to the northwest of the Newburyport downtown commercial district and sits just 700 feet southwest from the Merrimack River. Merrimac Street is the principal thoroughfare between the downtown center and Route 95 near the western edge of the city. The stretch of Merrimac Street in the vicinity of the Carr House is characterized by single-family historic homes from the 18th and 19th centuries (Photos 1 and 2). The same is true for Union Place, a narrow short lane running along the northwest side of the Carr House property (Photo 4), and Merrimac Court, another narrow lane leading to a cluster of houses behind (northeast of) the Carr House (Photo 3). Most of the homes in the immediate area of the Carr House are single-family residences, although a few, including the Carr House, have been converted to multi-family occupancy. The long narrow lot on which the Carr House stands includes 14,373 square feet of land and runs from Merrimac Street, along the length of Union Place, to Merrimac Court (Photo 32). The house is situated at the southwest end of the lot, fronting on Merrimac Street; the setback from Merrimac Street is roughly 15.5 feet (Photo 34). The property includes the house and two small outbuildings - a non-historic guesthouse (Photos 28 and 29) and a deteriorated shed structure (Photos 30 and 31). Although the house was converted to two condominiums, the exterior still reads as a single-family dwelling. The house has an irregular footprint due to several additions. The original rectangular main block is five bays wide, three bays deep, and enclosed by a gabled roof. As early as 1884 there was a small ell extending off the northwest end of the rear elevation (see attached map from 1884). This is likely the existing two-story gabled section with the granite ashlar foundation (Photo 13). A break in the foundation between the original main block and the ell suggests that the ell was not part of the original construction but was an early addition. A map from 1914 shows a second two-story rear addition, this one running the width of the main block (see attached map from 1914). This second addition was later enlarged widthwise (date unknown) to create the two-story rear addition with flat roof that exists today (Photo 22). The 1914 map also shows a single-story porch at the southeast elevation, located toward the rear of the house and adjoining the two-story rear addition. This porch is no longer extant, instead a one-story enclosed porch (likely a circa 1920s feature) runs along the southeast elevation of the main block (Photo 17). Finally, there are two more recent one-story additions projecting from either end of the rear elevation, creating a roughly U-shaped footprint for the building as a whole (Photo 22 and 23).

**Main Block**

The original main block rises two and one-half stories from a rough-cut stone foundation and is finished with painted clapboard siding with wood trim elements, in the form of narrow corner boards, roof cornice, water tables, window trim, and entry surrounds (Photo 5). The gabled roof of the main block is currently finished with asphalt shingles and features a prominent broad central chimney, which is centered on the roof ridge (Photo 7). The chimney is parged with concrete but is likely of brick construction. The roofline at the facade is defined by a shallow box cornice and prominent fascia (Photo 8); the eaves at the rear are obscured by the two-story addition. The side gables of the main block are defined by compound fascia boards with shallow returns (Photos 14 and 17). Modern aluminum gutters and downspouts were installed around the building. Windows of the main block are trimmed with painted flat wood trim (Photo 15), except at the facade where windows are topped by shallow hood moulds (Photos 10 and 11). Window openings hold a combination of historic wood double-hung windows and modern replacements, as noted below. All windows are covered by modern storm windows.

Continuation Sheet 1

## INVENTORY FORM CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NEWBURYPORT

Area(s) Form No.

NWB

273

*Principal Facade (Southwest Elevation)*

The principal facade (southwest elevation) is five bays wide and laid out symmetrically around a central entry (Photo 9). The entry is framed by what appears to be the original surrounds, which consists of wide Tuscan pilasters supporting a tall entablature with dentil molding. The existing door is a fairly recent replacement. Access to the entry is by way of a modern poured concrete step. Window openings in the two northernmost bays of the facade hold modern replacement windows, while the remaining windows retain historic wood windows in a nine-over-six pane configuration at the first floor (Photo 10) and a two-over-one configuration at the second floor (Photo 11). Two small basement window openings (one on either side of the central entry) were likely added and are set within poured concrete window wells; the openings hold modern windows.

*Side Elevations*

The northwest elevation is three bays wide and finished with painted clapboards (Photo 13). Fenestration is asymmetrically arranged, with windows (two per floor) in the easternmost bays only. All window openings hold modern replacement windows (Photo 15). A modern vent is centered beneath the gable peak within an untrimmed opening.

The southeast elevation is finished with painted clapboards and is partially covered by a one-story enclosed porch and the two-story rear addition (Photos 17 and 18). Fenestration at the exposed upper levels of this elevation are similar to those at the northwest elevation, with a vent in the gable and windows in the two easternmost bays of the second floor. Here, the window opening in the central bay holds a historic two-over-one window, while the second opening has a one-over-one window that appears to be a replacement (Photo 20). The enclosed porch at the first floor was added after 1914. The porch is largely made up of grouped windows separated by slender mullions - two windows on the southwest wall and four on the southeast wall (Photo 19). These adjoining windows hold older wood two-over-one sashes. The porch is enclosed by a hip roof finished with asphalt shingles. The roof edge has shallow overhanging eaves with painted flat wood soffit and fascia boards.

*Rear Ell (Northeast Addition)*

Much of the rear ell is covered by later additions, however it is clearly discernible on the northwest side (Photo 13). The ell appears to have been constructed as a one and one-half story structure with a gable roof. It rests on a rough-cut granite ashlar foundation holding two small modern basement windows (Photo 16). The northwest elevation is finished with painted clapboards and features three asymmetrical windows, all of which hold modern replacement windows. A portion of the upper level was raised to create a full second floor with a single small window opening, which now holds a modern window.

Only the upper portion of the ell's northeast elevation is visible; the remainder is covered by a single-story shed addition (Photos 22). The exposed gabled wall of the ell is finished in painted wood shingles and trimmed with narrow corner boards and a compound fascia (Photo 13). A single window set beneath the gable peak holds a modern window.

The shed addition is a relatively recent feature, resting on a poured concrete foundation and featuring painted flat wood trim, modern windows, and a modern door on its southeast wall (Photos 23 and 26). Access to the entry is by way of an unpainted wood porch. The shed addition is finished with painted clapboards on the northwest wall and painted wood shingles elsewhere.

Continuation Sheet 2

**INVENTORY FORM CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NEWBURYPORT

Area(s) Form No.

NWB

273

Most of the southeast wall of the ell is obscured by the two-story rear addition, however a narrow section of the wall remains exposed (Photo 26). This section of wall is finished with painted wood shingles and features a single window opening with painted flat wood trim and a modern window.

*Two-Story Rear Addition*

The two-story rear addition covers the rear (northeast) elevation of the main block and wraps around to cover a small portion of the southeast elevation as well (Photos 18 and 22). The rear addition has a flat roof, poured concrete foundation, painted flat wood trim, and a combination of painted wood shingle siding (northeast elevation) and painted clapboards (southeast elevation). A slender brick chimney projects from the roof (Photo 27). Fenestration at the rear elevation of the addition is asymmetrical, with window openings of varying sizes and configurations, including single and paired windows. Most openings hold older two-over-one wood windows, although two windows have one-over-one sashes (Photos 24 and 25). The southernmost half of the addition has a narrow fascia board at the roofline, while the northern half has no visible trim along the roof edge (Photo 25). A portion of the rear addition at the southernmost end is covered by a fairly recent one-story shed addition with a cross gabled bay (Photo 22). This small addition has a combination of painted wood shingles and clapboards, painted flat trim, and contemporary windows. The one-story addition has an entry at its southeast wall; the entry holds a modern door and screen door (Photo 21).

*Continuation Sheet 3*

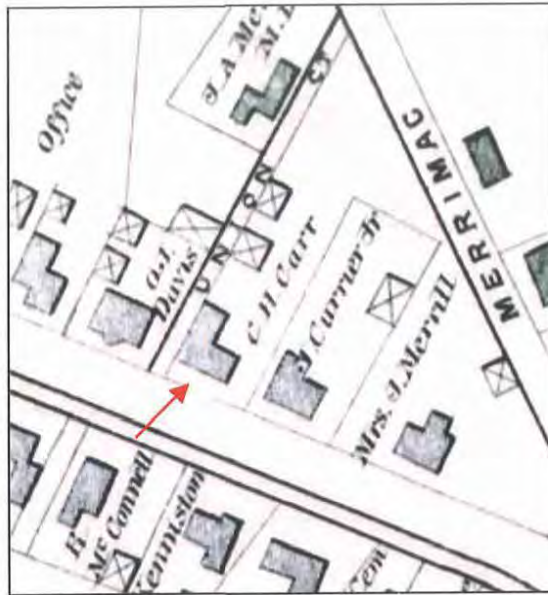
# INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

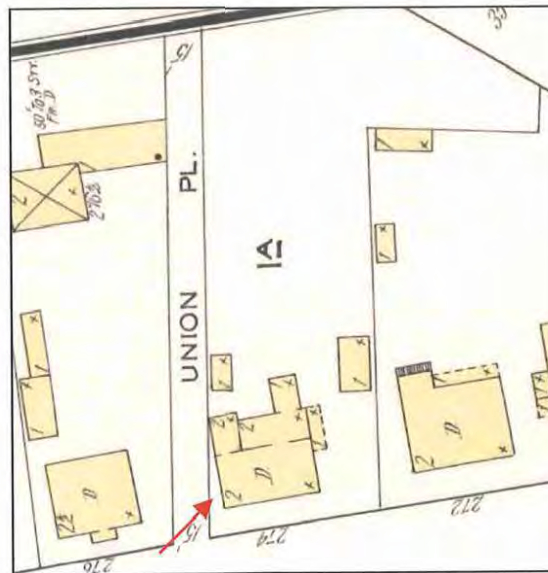
TOWN  
NEWBURYPORT

ADDRESS  
Area(s) Form No.

NWB 273



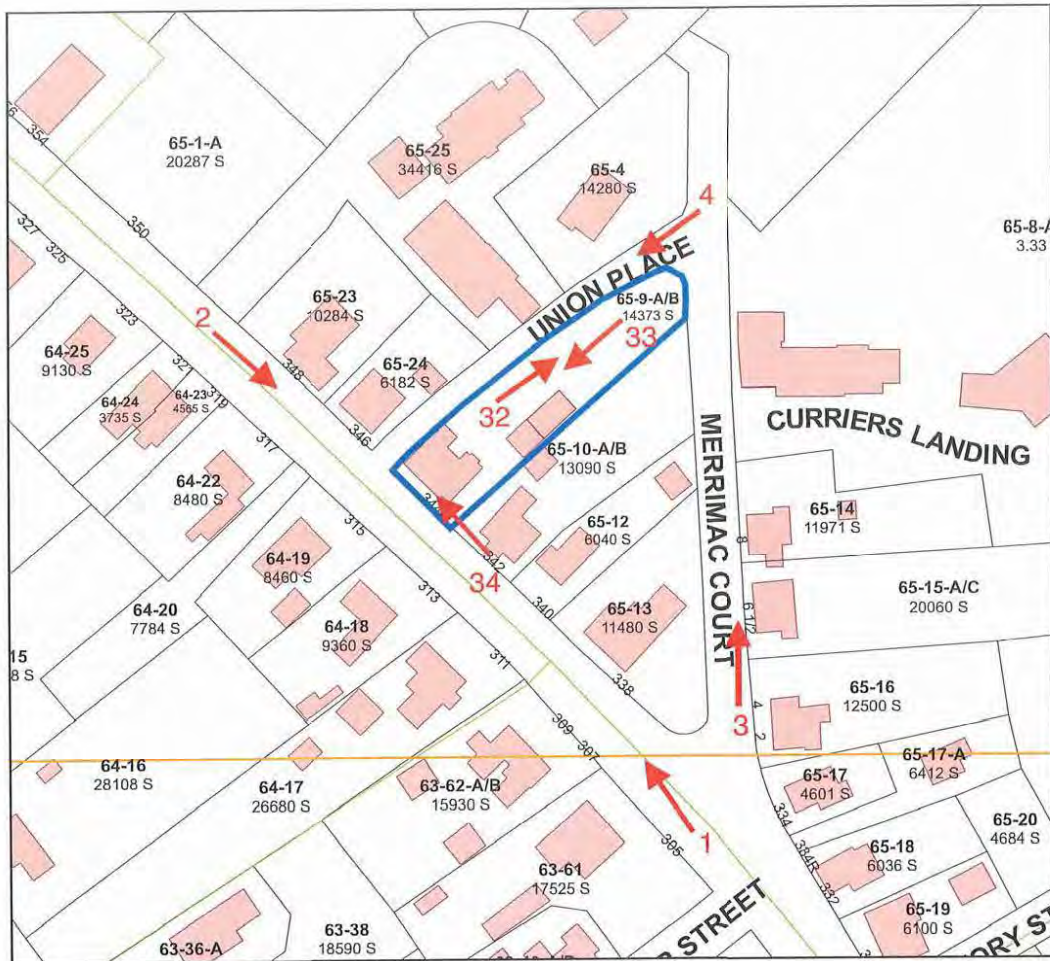
1884 Map




1914 Map

Continuation Sheet 4





	<p>LEVI CARR HOUSE 344 MERRIMAC STREET NEWBURYPORT, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS PHOTO KEY</p>
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LEVI CARR HOUSE  
344 MERRIMAC STREET  
NEWBURYPORT, MASSACHUSETTS

CURRENT PHOTOGRAPHS  
PHOTO KEY





1\_ Setting - View northwest along Merrimac Street showing Carr House (center) and neighboring houses on northeast side of the street



2\_ Setting - View southeast along Merrimac Street showing Carr House (left) and neighboring houses on northeast and southwest sides of the street



LEVI CARR HOUSE  
344 MERRIMAC STREET  
NEWBURYPORT, MASSACHUSETTS

CURRENT PHOTOGRAPHS  
FEBRUARY 2022





3\_ Setting - View north along Merrimac Court showing houses along east side of the street



4\_ Setting - View southwest along Union Place showing rear of Carr House (left) and neighboring houses on northwest side of the street



LEVI CARR HOUSE  
344 MERRIMAC STREET  
NEWBURYPORT, MASSACHUSETTS

CURRENT PHOTOGRAPHS  
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5\_View northeast showing principal facade (southwest elevation)



6\_View northeast showing principal facade (southwest elevation) - detail of foundation



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NEWBURYPORT, MASSACHUSETTS

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7\_ View northeast showing chimney on main block and asphalt roof



8\_ View northeast showing principal facade (northwest elevation) - detail of cornice



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9\_View northeast showing principal facade (northwest elevation) - detail of main entry



10\_View northeast showing principal facade (northwest elevation) - detail of first floor window at south end



11\_View northeast showing principal facade (northwest elevation) - detail of second floor window at south end



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12\_View northeast showing principal facade (northwest elevation) - detail of foundation and basement window at north end



13\_View southwest showing northwest elevation



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14\_View southeast showing northwest elevation - detail of corner board, fascia, and return at gable



15\_View southeast showing northwest elevation - detail of typical window



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16\_View southwest showing northeast elevation - detail of foundation to ell and basement windows



17\_View north showing southeast elevation from west end



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18\_View northwest showing southeast elevation from east end



19\_View north showing southeast elevation - detail of enclosed porch



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344 MERRIMAC STREET  
NEWBURYPORT, MASSACHUSETTS

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20\_View northwest showing southeast elevation - detail of second floor windows



21\_View northwest showing southeast elevation - detail of entry at east end



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22\_View southwest showing rear (southeast) elevation



23\_View northwest at rear (southeast) elevation - detail of northeast addition



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NEWBURYPORT, MASSACHUSETTS

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24\_View southwest showing rear (southeast) elevation - detail of central bays at first floor



25\_View southwest showing rear (southeast) elevation - detail of central bays at second floor



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26\_ View northwest showing southeast face of rear ell/  
northeast addition - detail of porch, entry, and window



27\_ View northwest showing chimneys on roofs of main block (right) and  
rear addition (left)



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28\_View south showing northeast elevation of non-historic guesthouse



29\_View northeast showing southeast elevation of non-historic guesthouse



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30\_View southeast showing northwest elevation of shed



31\_View northwest showing rear (southeast) elevation of deteriorated shed



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32\_View northeast at rear of house showing rear yard



33\_View southwest at rear of house showing rear yard and driveway

	<p>LEVI CARR HOUSE 344 MERRIMAC STREET NEWBURYPORT, MASSACHUSETTS</p>	<p>CURRENT PHOTOGRAPHS FEBRUARY 2022</p>
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34\_View north from south corner of property showing fence and landscaping along front of house (left)



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## **EXHIBIT E**

### **RESTRICTION GUIDELINES ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT**

The purpose of the Restriction Guidelines is to clarify paragraph 5 of the terms of the Preservation Restriction, which deals with alterations to the Premises, including the Building. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

#### **LANDSCAPE/OUTBUILDINGS**

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

#### **HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS**

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

#### **PAINT**

Minor – Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major – Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental, decorative or significant woodwork.

#### **WINDOWS AND DOORS**

Minor – Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major – Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

#### **EXTERIOR**

Minor – Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.



Major – Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing, existing and original corner trim, roof edge trim, the new replicated window trim, entry roof pediments and the original restored front and side doors; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

Changes classified as major alterations are not necessarily unacceptable. In fact, approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are in the best interests of the Premises.

## EXHIBIT F

### Grantor's Proposed and Granted Changes – Final Restoration Plan for Levi-Carr House at 344 Merrimac Street, Newburyport, MA

1. **Window Replacement** – All the windows located on the Merrimac Street and Union Place façades of the Levi-Carr House will be replaced using a Green Mountian, double-hung, SDL wood windows. The windows will replicate federal style mullions, include spacer bars and applied mullions, concealed jamb-liners, and a half screen. The windows will be sized to fit the existing openings and include the mullion patterns as shown in Figures 1 & 2. One (1) existing 2/1 wood window from the second floor of the Merrimac Street facade will be relocated to replace the 1/1 second floor wood window on the side porch. The first floor 2/1 windows in the porch addition shall be retained in-place. All other windows on the side and rear elevations may subsequently be replaced provided the size of the openings remain the same and the Green Mountian replacement window is used with the same mullion pattern to match the front facades on Merrimac Street and Union Place.



Figure 1A - Window Replacement on the Merrimac Street Facade



Figure 1B - Window Replacement on the Union Place Facade



2. **Window Casing** – The existing window casing shall be restored or repaired and shall remain in place. Care will be taken to maintain and preserve the moldings and trim on the casing as shown in Figure 2.



*Figure 2 – Existing Window Casing on the Merrimac Street Facade*

3. **Front Entryway and Door** – The existing arts and crafts door will be replaced with a federal-style door. Figure 3 shows an example of a federal-style door. Prior to installation, the applicant will provide the Chairman of the Historic Commission information, including but not limited to images, of the proposed federal-style door. The lighting and mailbox will also be consistent with a federal style fixture and mailbox.



*Figure 3 – Example Federal-Style Door Replacement*

4. **Chimney Repair** – The existing central chimney will be repaired as needed and remain parged above the roofline. The Preservation Restriction will be expanded to include preservation of the entire central chimney from the basement (within the structure) to its termination above the roofline.



*Figure 4 – Chimney Repair and Full Preservation (including the Interior)*



5. **Front Step and Walkway** – The existing concrete sidewalk will remain in place and the front concrete step will be replaced with a smooth faced granite step.



*Figure 5 – Walkway Preservation and Step Replacement*

6. **Shutters** – Wood shutters (with federal-style pintels and dogs) will be added to all the windows on the Merrimac Street façade. The shutters shall be operable and sized to fully-enclose the windows as shown in Figure 6.



*Figure 6 – Example of Federal-Style Shutters*

7. **Gutters and Downspouts** – The existing aluminum gutters and downspouts along the Merrimac Street façade will be replaced with copper half-round gutters and round downspouts as shown in Figure 7.



*Figure 7 – Examples of Gutters and Downspouts*



8. **Soffit, Trim and Clapboards** – As shown in Figures 8A and 8B, the existing wood clapboards will be repair and replaced where needed and scarf joints shall be used. All soffit, crown molding or trim repair shall be a restoration, repair of a replacement in-kind.



*Figure 8A – Soffit and Trim Repair*



*Figure 8B – Clapboard Repair*

9. **Fencing** – The existing wood privacy fence shall be replaced with a cedar privacy fence no taller than 4 feet with a top rail as shown in Figure 9.



*Figure 9 – Proposed 4 Foot Cedar Fence*

10. **Rear Shed** – As shown in Figure 10, the existing rear shed will be removed due to its dilapidated condition.



*Figure 10 – Rear Shed to be Removed*

## **EXHIBIT G**

### **NEWBURYPORT PLANNING BOARD SPECIAL PERMIT DECISION**

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NEWBURYPORT, MA

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CITY OF NEWBURYPORT  
PLANNING BOARD  
60 PLEASANT STREET • P.O. BOX 550  
NEWBURYPORT, MA 01950  
(978) 465-4400  
WWW.CITYOFNEWBURYPORT.COM



SO.ESSEX #142 Bk:41249 Pg:033  
10/17/2022 10:54 AM PERMIT Pg 1/13  
eRecorded

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**RECORD OF PROCEEDINGS AND  
SPECIAL PERMIT DECISION**

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**APPLICANT:** Brad Kutcher  
138 Elm St., Salisbury, MA 01952

**PROPERTY OWNER:** Sam Kimball

**FILE NO.:** PBSP-22-4

**PROPERTY ADDRESS:** **344 Merrimac Street**

**DECISION DATE:** 06/15/2022

**MAP/PARCEL(S):** 65-9

**BOOK/PAGE:** 40515-0295

**ZONING DISTRICT:** WMD/DCOD

**PROCEDURAL HISTORY:**

An application for a Special Permit was filed for relief from the City of Newburyport's Zoning Ordinance Section VI.C by the above-referenced owner and filed with the Planning Board on 4/6/2022 for the following request: *allow two residential structures on one lot*

Notice of the public hearing was published on 5/3/2022 and 5/10/2022 in the Newburyport Daily News. The public hearing was held on 5/18/2022 and continued to 6/15/2022 and 7/6/2022.

At the close of the public hearing, upon a motion to approve made by Rick Taintor and seconded by Alden Clark, the Planning Board voted as follows:

Bonnie Sontag, Chair	<u>Yes</u>	Don Walters	<u>Yes</u>	Rick Taintor	<u>Yes</u>
Elisabeth DeLisle	<u>Yes</u>	Alden Clark	<u>Yes</u>	Robert Koup	<u>Yes</u>
Heather Rogers	<u>Yes</u>	Jamie Pennington	<u>Yes</u>	Richard Yeager	<u>Absent</u>

Having received the necessary two-thirds supermajority vote of the Planning Board, in accordance with M.G.L. Chapter 40A Section 9, as amended, the petition was therefore **APPROVED**.



#### **PLANS AND DOCUMENTS:**

The Board approved the project subject to the following plans attached hereto:

- "Proposed Front/Right Side Elevations, Proposed New Residence at 344 Merrimac Street, Newburyport, MA 01950" prepared by Scott M. Brown Architects and dated February 3, 2022; and
- "Proposed Rear/Left Side Elevations, Proposed New Residence at 344 Merrimac Street, Newburyport, MA 01950" prepared by Scott M. Brown Architects and dated February 3, 2022; and
- "Proposed Plan of Land, 344 Merrimac Street, Newburyport, MA" prepared by GA Consultants, Inc. dated October 11, 2021 and revised on January 8, 2022 and January 25, 2022 (ZBA referenced plan); and
- "Planting Plan, 344 Merrimac Street, Newburyport, MA" dated June 13, 2022 consisting of Sheet L10.0; and
- "Planting Details, 344 Merrimac Street, Newburyport, MA" dated June 13, 2022 consisting of Sheet L20.1; and
- "Materials Details, 344 Merrimac Street, Newburyport, MA" dated June 13, 2022 consisting of Sheet L20.2.

This application was also accompanied by the following plans, drawings, documents, and submittals, which are hereby incorporated into this decision:

- "VI.C Project Narrative for 344 Merrimac Street" dated April 5, 2022; and
- "Final Draft Preservation Restriction for 344 Merrimac Street, Newburyport, MA" accepted by the Newburyport Historical Commission on June 23, 2022.

Throughout its deliberations, the Board has been mindful of the statements of the applicants and their representatives, and the comments of the general public, as made at the public hearing.

#### **FINDINGS:**

In order to grant this Special Permit pursuant to Section VI.C, this Board must determine that the applicant's project meets certain specific criteria, as provided in Section X-H (7) and Section VI.C of the NZO. These criteria and the Board's project specific findings for each are enumerated here:

##### **VI.C Special Permit Development Standards:**

The lot and buildings do not comply with the two of the development standards set forth in Section VI.C(2)(a), but the Newburyport Zoning Board of Appeals has granted two variances from said development standards to allow the applicant to apply for this Special Permit:

- i. The applicant received a Variance from the (ZBA) to allow two dwellings on a lot with less than the required the lot area for a two-family dwelling in the WMD zoning district. The unique lot with frontage on three public streets was the primary hardship found by the ZBA in the granting of said Variance. Accordingly, the required dimensional standards for the subject structures/lots have been commensurately reduced for the purposes of compliance with Section VI-C(2)(a)(i).
- ii. The applicant received a Variance from the ZBA to allow a new principal single-family building on the lot with less than the required front yard setback for principal single-family buildings. The unique lot with frontage on three public streets was the primary hardship found by the ZBA in

the granting of said Variance. Accordingly, the required dimensional standards for the subject structures/lots have been commensurately reduced for the purposes of compliance with Section VI-C(2)(a)(ii).

- iii. But for the dimensional Variance approvals received and noted above, both residential buildings comply with all other applicable zoning regulations.
- iv. The applicant's lot is a corner lot with frontage on three public streets. The existing historic structure fronts Merrimac Street and the new structure will front Union Place. Each residential building will have a separate and distinct rear yard conforming to the rear yard requirement for the WMD zoning district.

**VI.C Special Permit Criteria:**

- 1. The design and layout of buildings and open spaces on the site is consistent with the established character, scale, massing and density of the surrounding neighborhood.
- 2. The buildings and accessory off-street parking areas maintain a compatible relationship to adjacent properties in terms of location and design, and will not significantly reduce the privacy of adjacent properties.
- 3. Developing a second residential building on the lot will be equally or more beneficial to the neighborhood than subdividing the lot or providing two (2) dwelling units in a two-family dwelling.

**General Special Permit Findings:**

- 1. **The use requested is listed in the table of use regulations or elsewhere as in the ordinances requiring a special permit in the district for which application is made or is similar in character to permitted uses in a particular district but is not specifically mentioned.**

The property is located in the WMD zoning district. Two-family residential use is permitted in the WMD zoning district.

- 2. **The requested use is essential and/or desirable to the public convenience or welfare.**

The applicant proposes restoring the existing historic structure to a single-family residence and entering into a Preservation Restriction Agreement to ensure that the structure will be preserved in perpetuity. A perpetual Preservation Restriction final draft was accepted by the Newburyport Historical Commission on June 23, 2022.

- 3. **The requested use will not create undue traffic congestion, or unduly impair pedestrian safety.**

The use on the property will remain a two-family use. The requested use will not create undue traffic congestion, or unduly impair pedestrian safety.

- 4. **The requested use will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety or the general welfare.**

The current use on the property is two-family and the applicant is seeking to separate the use into two separate structures. The requested use will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety or the general welfare.

5. Any special regulations for the use, set forth in the special permit table are fulfilled.

There are no special regulations for the two-family use. The applicant has addressed the required criteria under Section VI.C.

6. The requested use will not impair the integrity or character of the district or adjoining districts, nor be detrimental to the health or welfare.

The requested use will not impair the integrity or character of the district or adjoining districts, nor be detrimental to the health or welfare. The proposed project will improve the integrity and character of the historic Levi-Carr House and **will be consistent with the character of** the structures and lots within the surrounding neighborhood.

7. The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood.

There will not be a change in the two-family use of the property. The proposed project is consistent with the surrounding historic and current land use pattern within the immediate neighborhood.

8. The proposed use is in harmony with the purpose and intent of this ordinance.

More than one residential structure on a lot is allowed by Special Permit from the Planning Board. Two-family use is allowed in the WMD district. The proposed use is in harmony with the purpose and intent of this ordinance. No new non-conformities are being created.

9. The proposed use shall not be conducted in a manner as to emit any dangerous, noxious, injurious, or otherwise objectionable fire, explosion, radioactive or other hazard, noise, vibration, smoke, dust, odor, or other form of environmental pollution.

The proposed use will remain residential in nature and is therefore not expected to emit any dangerous, noxious, injurious, or otherwise objectionable fire, explosion, radioactive or other hazard, noise, vibration, smoke, dust, odor, or other form of environmental pollution.

#### **STANDARD CONDITIONS:**

In view of the foregoing findings, the Planning Board hereby grants a Special Permit approval subject to the terms and conditions stated below:

1. **Recording of Decision and Approved Plans:** The applicant shall file this decision with the Southern Essex County Registry of Deeds (or Land Court if registered land) and a copy of the decision stamped with the recording information (Book/Page or Land Court document number) shall be included with the application for any related Building Permits. To ensure compliance with this decision, site/construction plans issued to any contractors shall make clear reference to this written decision and conditions of approval contained herein.
2. **Permit Lapse:** This permit will lapse after three years from the date of granting and shall no longer be valid if a substantial use has not commenced except for good cause or, in the case of a permit for construction, if construction has not commenced except for good cause, within this period. Excluded from any lapse period is the time required to pursue or await the determination of any appeal taken pursuant to MGL Chapter 40A Section 17.
3. **Modifications to Approved Plans:** The applicant, property owner, and their successors or assigns, shall adhere to the above referenced and approved plans which are incorporated herein by reference. Should the applicant and/or property owner determine that a plan(s) needs to be



modified, they shall notify the Planning Board and Office of Planning and Development (OPD) of the proposed modifications in writing and obtain approval from the Planning Board (or OPD as specified herein) for such modifications prior to making any changes in the field. The OPD shall determine whether such modifications are minor or major (material) in nature. The Planning Board shall schedule a public hearing for review and approval of any changes deemed major or material in nature to the permit originally issued. Any major or material alterations or changes to the above referenced plans shall require prior approval by the Planning Board. Minor changes may be approved in writing by the OPD without further review by the Planning Board. The determination as to whether an alteration or change in plans is material and therefore subject to Planning Board review shall be made at the discretion of the OPD.

4. Curb Cuts: Any new driveway opening or curb cuts that have egress to the public right of way must be approved by the Director of Public Services or Designee in advance of construction.
5. Fire Department Review and Approval: The applicant, owner, successors, or assigns shall be responsible for designing the utilities to meet City standards and ensuring compliance with fire codes prior to commencing work under this approval.
6. Stormwater Management Permit: If the project involves more than 10,000 square feet of land disturbance, the applicant, owner, his successors or assigns, shall obtain a Stormwater Management Permit under the City of Newburyport Stormwater Management Ordinance (Code of Ordinances, Chapter XVII) from the Department of Public Services prior to beginning any site work, including tree clearing and/or regrading. The applicant shall provide a copy of said permit to the Building Commissioner and Zoning Administrator with the application for any related Building Permits.
7. Code & Permit Compliance: The proposed exterior building demolition shall be limited to the scope of work shown in the above referenced and approved plans, and shall remain at all times in compliance with the Demolition Control Overlay District (DCOD) zoning provisions. Any changes that exceed the above scope (including but not limited to the removal of existing exterior wall wood framing) shall require that such modification be submitted to, and approved in writing by, the Zoning Administrator or the Planning Board, as the case may be, prior to such additional demolition.
8. Submission of As-Built Foundation Plan: A copy of the as-built foundation plan shall be provided to the Office of Planning and Development and Building Department upon foundation completion.
9. Site Lighting: All lighting fixtures, including but not limited to, signage, building, parking lot, site, decorative, and security, shall feature cut off fixtures so that the lights are pointed downward reducing light pollution and glare onto abutting properties.
10. Hours of Construction: The developer shall take reasonable care not to disturb surrounding properties and property owners during construction. Construction work shall be limited to the hours between 7 a.m. and 5 p.m. Monday through Friday and 8 a.m. and 4 p.m. on Saturday.
11. Trees and Sidewalks: The applicant shall be responsible for compliance with the applicable provisions of Sections II-B.46a, X-H.6.Q, and X-H.7.B.10 of the Newburyport Zoning Ordinance. If at least one (1) dwelling unit is added or if the cost of the project exceeds more than 50% of the physical value of the entire property, the applicant shall obtain the written recommendation from the Newburyport Tree Warden and Department of Public Services prior to building permit with respect to plans and specifications for (1) the reconstruction, repair, and/or replacement,

where appropriate, of all city-owned sidewalks actually adjoining the project Property, in accordance with Sections 12-54 and 12-55 of the Newburyport Code of Ordinances; and (2) the planting, preservation, and/or replacement, where appropriate, of street trees along all public rights-of-ways actually adjoining the project Property, in accordance with article VI of chapter 12 of the Newburyport Code of Ordinances. Said improvements shall be completed prior to occupancy or a proposal shall be submitted to the Zoning Administrator indicating proposed completion schedule.

12. Submission of As-Built Site Plans: A copy of the as-built site plan stamped by a professional engineer shall be submitted to the Office of Planning and Development at the completion of the construction.

#### **SPECIAL CONDITIONS**

In addition to the foregoing standard conditions, the Planning Board hereby grants approval subject to the Special Conditions stated below:

1. No further subdivision: Per Section VI.C of the Newburyport Zoning Ordinance, no further subdivision of this lot shall be permitted. This condition shall be memorialized as a deed restriction for both structures.
2. Contribution to the Affordable Housing Trust: In consideration of the increase in value represented by the granting of a special permit under this section VI-C, the applicant shall make a financial contribution to the Affordable Housing Trust Fund in an amount equal to twenty dollars (\$20.00) per square foot of the additional second residential building on the lot, said payment to be made prior to the issuance of a building permit for said second residential building. The applicant has estimated the above referenced contribution to be approximately \$40,000 based on the proposed plans.
3. Prior to grant of any Building Permits for the proposed second/rear dwelling unit, the applicant/owner shall copy the Zoning Administrator and Office of Planning and Development on his/her submission to the Massachusetts Historical Commission (MHC) of a fully drafted perpetual Preservation Restriction (PR), including all applicable attachments and exhibits, approved by the Newburyport Historical Commission (NHC), for the existing primary structure at 344 Merrimac Street. All construction work, and building permits related thereto, shall comply with the stipulations identified in Special Condition #4 below.
4. Prior to grant of any Occupancy Permits for the proposed second/rear dwelling unit the applicant/owner shall provide the Zoning Administrator and Office of Planning and Development with a copy of the final, fully executed and recorded PR referenced in Special Condition #3 above, which shall incorporate the stipulations as recommended by the Newburyport Historical Commission as laid out in the above referenced Preservation Restriction accepted by the Newburyport Historical Commission on June 23, 2022.
5. Prior to grant of any Occupancy Permits for the proposed second/rear dwelling unit, the applicant/owner shall complete all restoration work as shown in the document entitled "Grantor's Proposed and Granted Changes – Final Restoration Plan for Levi-Carr House at 344 Merrimac Street, Newburyport, MA" which is included as Exhibit D in the above referenced PR. Completion of said work shall be verified in the field by the Zoning Administrator. The Board may, at its sole discretion, allow said Occupancy Permit to be released for the proposed second/rear dwelling unit prior to the completion of said work provided that financial security deemed adequate in the opinion of the Board, is provided to be held in escrow pending said recording.

6. Easement for Tree Maintenance along Union Place: Consistent with the applicable provisions of Sections II-B.46a, X-H.6.Q, and X-H.7.8.10 of the Newburyport Zoning Ordinance, the Applicant shall include in the condominium documents and on record for both *dwellings*, an easement to allow the City of Newburyport's Department of Public Services to access and maintain the proposed trees along *Union Place* since they will not be placed in the existing public right-of-way. Said provision shall be reviewed and approved by the Director of Planning and Development, and proof of proper recording shall be provided to the Zoning Administrator prior to the issuance of any Certificate of Occupancy.

**CONCLUSION AND DECISION:**

For all of the reasons stated herein, the petition for a Special Permit is therefore **APPROVED**.

**APPEALS:**

Appeals shall be made within twenty (20) days after the date of filing of this decision in the Office of the City Clerk directly to a court of competent jurisdiction in accordance with the provision of M.G.L. Chapter 40A Section 17.

**SIGNATURE OF THE BOARD:**

Electronic signatures appearing on this decision are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Bonnie Sontag

Bonnie Sontag, Chair

07/19/22

Date

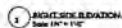
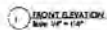
**CITY CLERK CERTIFICATION:**

I, Richard Jones, City Clerk of the City of Newburyport, hereby certify pursuant to M.G.L. Chapter 40A Section 17, that the Special Permit decision for the property known as 344 Merrimac Street was filed in the Office of the City Clerk on July 19, 2022. Twenty (20) days have elapsed since the decision was filed and no appeal has been filed.

City Clerk

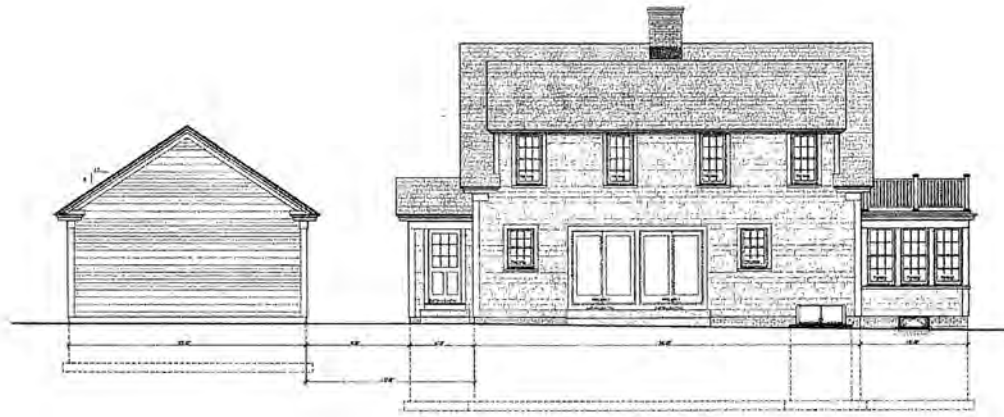
October 11, 2022


Date



## A2.1

Downloaded from <http://ajph.org/> on June 11, 2015





**SCOTT BROWN**  
ARCHITECTS

14 ALBANY STREET  
NEWBURYPORT, MA 01950  
TEL: 978.461.1111  
WWW.SCOTTBROWNARCHITECTS.COM

**PROPOSED NEW RESIDENCE**  
AT  
344 MERRIMAC STREET,  
NEWBURYPORT, MA 01950.

REVISIONS & READING NOTES		
No.	Date	Notes

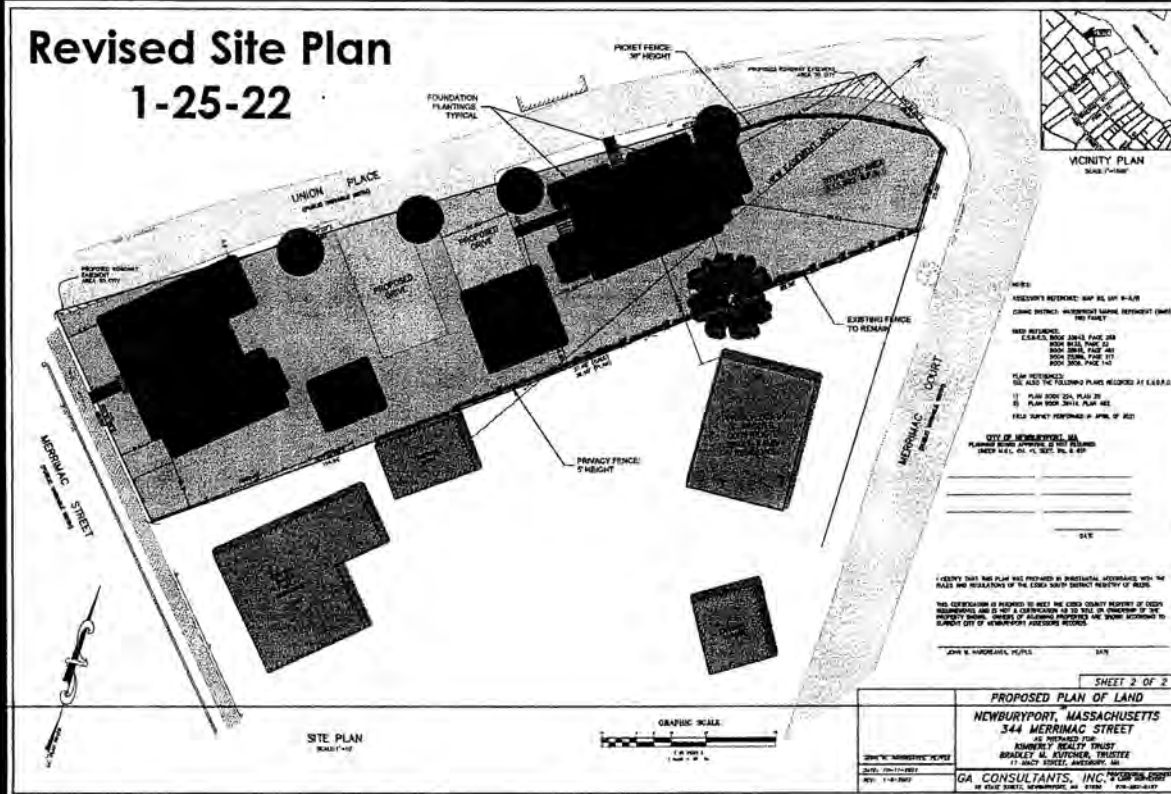
Project No. 2022-02	Project Manager J.B.	Date 2.3.2022
Scale: AS NOTED		

**PROPOSED  
REAR/LEFT SIDE  
ELEVATIONS**

**A2.2**



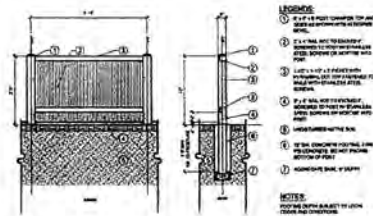
**Revised Site Plan**  
**1-25-22**



KIMBERLY REALTY TRUST  
Bradley Kulcher, Trustee  
11 Macy Street  
Amesbury, MA 01913



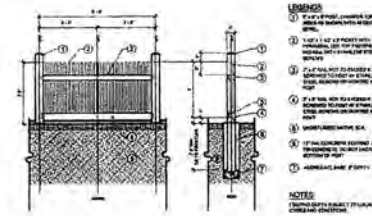
3 PRIVACY FENCE: REPRESENTATIVE IMAGE  
SCALE: N.T.S.



2 SQUARE PICKET FENCE: 42" HEIGHT WITH TOP RAIL  
SCALE: N.T.S.



4 BRICK WALKWAY: REPRESENTATIVE IMAGE  
SCALE: N.T.S.

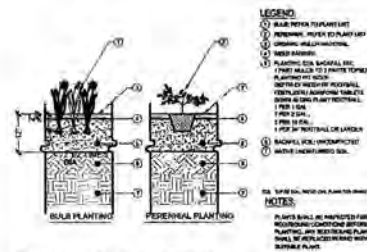


1 SQUARE PICKET FENCE: 36" HEIGHT  
SCALE: N.T.S.

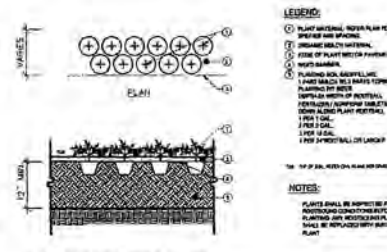
PROPOSED PLAN OF LAND	
Project Name:	Amesbury, MA 01913
Project Address:	11 Macy Street
Project Owner:	Kimberly Realty Trust
Project Date:	11/11/2011
Project Status:	11/11/2011

MATERIAL DETAILS	
Material Name:	Amesbury, MA 01913
Material Address:	11 Macy Street
Material Owner:	Kimberly Realty Trust
Material Date:	11/11/2011
Material Status:	11/11/2011

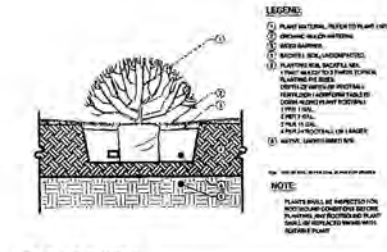
L20.2



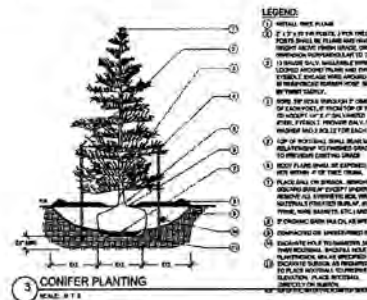
4 BULB AND PERENNIAL PLANTING  
SCALE: 1" = 1'-0"



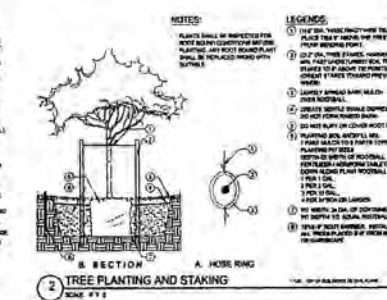
5 GROUND COVER PLANTING  
SCALE: 1" = 1'-0"



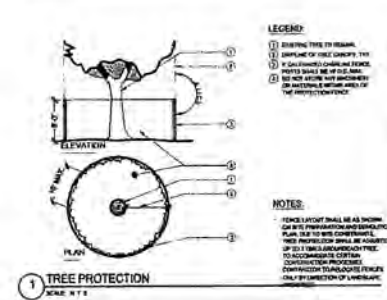
6 SHRUB PLANTING  
SCALE: 1" = 1'-0"



7 CONIFER PLANTING  
SCALE: 1" = 1'-0"



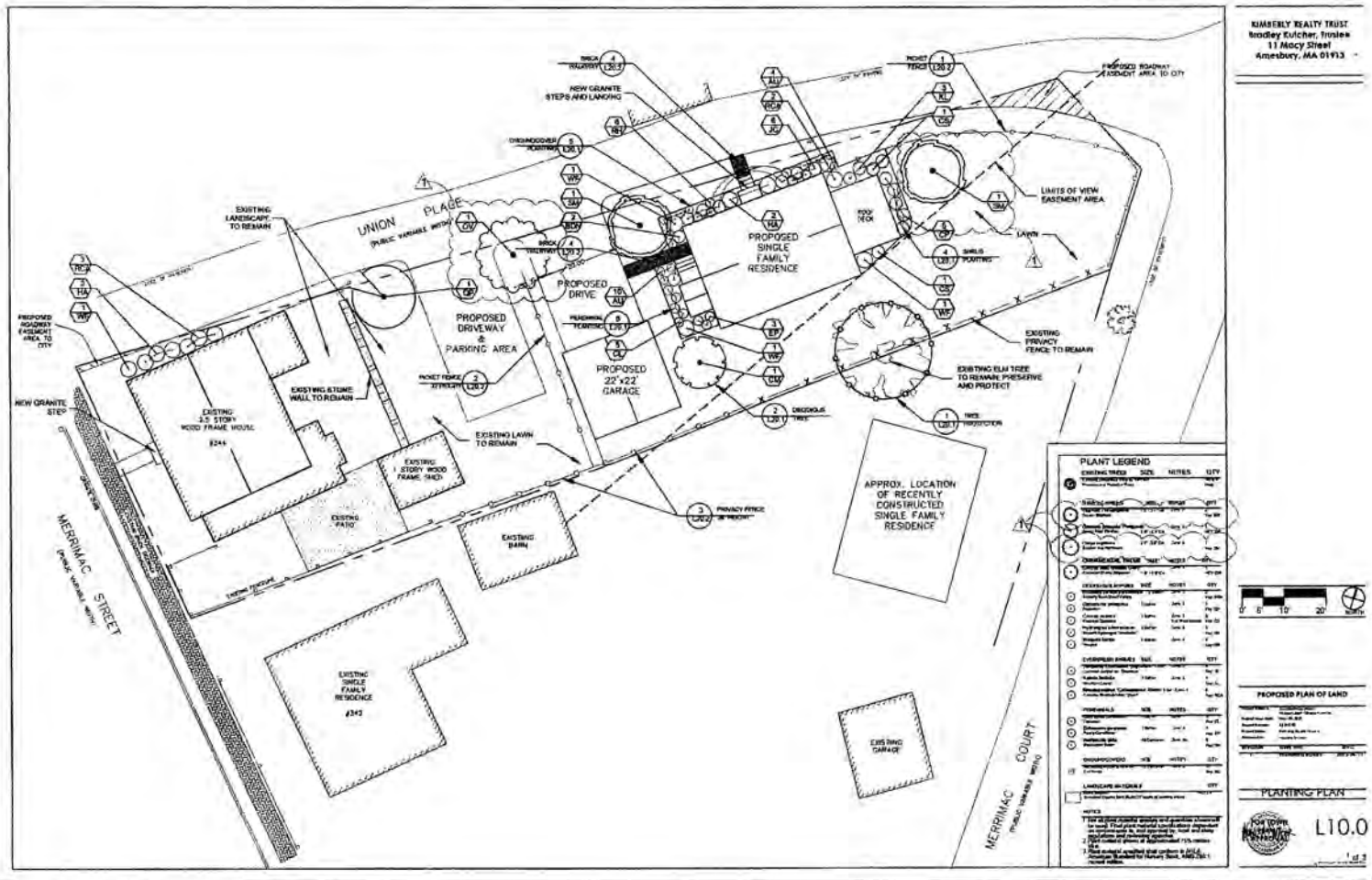
8 TREE PLANTING AND STAKING  
SCALE: 1" = 1'-0"



9 TREE PROTECTION  
SCALE: 1" = 1'-0"

PROPOSED PLAN OF LAND			
PROJECT NAME	ARCHWAY SUBCHAR, INVESTMENT	DATE	11/11/13
PROJECT LOCATION	11 MACY STREET, AMESBURY, MA 01913	SCALE	1" = 1'-0"
PROJECT OWNER	KIMBERLY REALTY TRUST	DATE	11/11/13
PROJECT ARCHITECT	ARCHWAY SUBCHAR, INVESTMENT	DATE	11/11/13
PROJECT ENGINEER	ARCHWAY SUBCHAR, INVESTMENT	DATE	11/11/13
PROJECT LANDSCAPE ARCHITECT	ARCHWAY SUBCHAR, INVESTMENT	DATE	11/11/13

PLANTING DETAILS	
PLANTING	120.1
DATE	11/11/13
SCALE	1" = 1'-0"



KIMBERLY REALTY TRUST  
Rodney Sulcher, Trustee  
11 Macy Street  
Amesbury, MA 01913

## ASSENT BY MORTGAGEE

Institution for Savings in Newburyport and Its Vicinity is the holder of a Mortgage from Samuel Bartow Kimball and Michelle Christine Kimball said mortgage being dated September 14, 2022, and recorded with the Essex South District Registry of Deeds at Book 41197, Page 318. The Premises affected by this instrument is 344 Merrimac Street, Newburyport, Essex County, Massachusetts. Said Mortgagee by this instrument assents to the Preservation Restrictions from its Mortgagor, Samuel Bartow Kimball and Michelle Christine Kimball, to the City of Newburyport as set forth in an Agreement dated \_\_\_\_\_, 2023, and recorded herewith, and agrees that upon the Mortgagee's exercise of its right to foreclosure on the mortgaged Premises it shall assume the burdens of the Preservation Restrictions accepted by the Mortgagor.

Signed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
By: [Signatory Name]

[Signatory Title]

Institution for Savings in Newburyport and Its Vicinity

## COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared, \_\_\_\_\_, proved to me through satisfactory evidence of identification being \_\_\_\_\_ to be the person whose name is signed on the preceding document and acknowledged to me she/he signed it voluntarily for its state purpose and had authority to sign in such capacity.

\_\_\_\_\_  
Notary Public

My Commission Expires:

X:\SHARED\SHARED\PAUL GAGLIARDI\ZONING-PLANNING BOARD MATTERS\KUTCHER - 344 MERRIMAC STREET\344 MERRIMAC STREET - FINAL PRESERVATION RESTRICTION 5-2-23.DOC





CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 MAY -5 A 8:46

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: May 8, 2023  
Subject: Appointment

---

I hereby appoint, subject to your approval, the following named individual as Fire Chief for the City of Newburyport. This term will expire on June 1, 2028.

Stephen H. Bradbury III  
24 Howard Street  
Newburyport, MA 01950

## MEMORANDUM

**To:** President and Members of Newburyport City Council

**From:** Mayor Sean R. Reardon

**Re:** Fire Chief Search Result

**Date:** May 6, 2023

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After conducting a thorough search process in accordance with Section 2-316 of the Code of Ordinances, I am appointing Stephen H Bradbury III as the next Fire Chief for the City of Newburyport. This appointment has been submitted to you for approval by the Council, and will be effective June 1, 2023 should the appointment be approved at the Council's meeting on May 29<sup>th</sup>. Bradbury is the current Acting Chief in Newburyport, and also serves as acting Emergency Management Director. He has served as Deputy Fire Chief and Assistant Emergency Management Director since September 2000, and first joined the Newburyport Fire Department as a Call Firefighter in 1993.

The procedure for hiring a new chief follows the proscriptive process in the Code of Ordinances mentioned above, and begins with the selection and approval of a fire chief screening committee. I am grateful to former Essex County Sherriff Frank Cousins, who chaired this committee and kept the process on track. I would like to thank all members of the screening committee, Topsfield Fire Chief Jen-Collins Brown, HR Director Donna Drelick, Retired Police Officer Nora Duggan, Harbormaster Paul Hogg, Councillor Jim McCauley, Marshal Mark Murray, Fire Lieutenant Kevin Parseghian, and Councillor Connie Preston. This group reviewed the process for the solicitation and advertisement of the position, then performed a first review of all applications. They then arranged for interviews of selected candidates, after which they selected top candidates to proceed to an Assessment Center.

Five individuals were selected to participate in the Assessment Center. One removed their name from consideration before the event. The Assessment Center was held on Thursday, April 27<sup>th</sup> and was facilitated by consultant BadgeQuest, Inc. of Plymouth. BadgeQuest had four facilitators, three of whom were retired fire chiefs who ran the five exercises in which the candidates participated. These included evaluations of their fire management, leadership, employee management, and decision making. The four candidates all received passing grades and were given very good feedback by BadgeQuest.

After receiving the results from the Assessment Center, the Screening Committee voted unanimously to send all four candidates to the Mayor for interviews. I interviewed all the candidates and reviewed their resumes and the results of the Assessment Center. This is an important decision that will affect the future of the Fire Department, and I took many factors into account. The materials from the Assessment Center are very clear in stating that the appointing authority should not rely on numerical scores alone when making the decision on Chief, and that they should be used as a factor alongside other considerations.

Acting Chief Bradbury brings considerable experience from his over 20 years as Deputy Chief, and he has earned the respect of all his colleagues. He has stepped up as Acting Chief over the last 9 months, and has shown that he is comfortable with the budget and personnel management that the position requires, alongside other functions. In the Assessment Center he scored highly on activities designed to

# **STEPHEN H BRADBURY III**

24 Howard St, Newburyport, MA 01950 · 978-265-4174

Sbradbury@cityofnewburyport.com

March 14, 2023

Donna Drelick  
Director Human Resources  
City of Newburyport  
60 Pleasant St., PO Box 550  
Newburyport, MA 01950

Dear Ms. Drelick,

Please accept this letter as part of my application for the City of Newburyport Fire Chief position. During the last eight months as the Acting Fire Chief/Emergency Management Director for the City of Newburyport, the fire department has continued to seamlessly move forward. The morale at the department is at an all-time high, and we continue to operate as a highly efficient emergency services provider.

I proposed a budget that successfully integrates within the city's overall spending plan for fiscal year 2024. Additionally, I have helped facilitate the design and secured the bonding of the new John F. Cutter Jr. West End Fire Station. I have reduced overtime spending and disposed of excess equipment that has been costly to the city.

During 22 years' experience as a Chief Fire Officer for the City of Newburyport, I have been incident commander at numerous fires, explosions and other emergencies. Furthermore, with a proven track record of supervising day-to-day operations in managing all administrative functions, over 48 personnel, interpretation of labor contracts and a vast background in fire prevention.

As a fire fighter and a lifetime resident of the City of Newburyport, with deep family ties that go back generations in this city, my qualifications speak for themselves. You will not find another candidate who is as vested in this community. I greatly appreciate the opportunity to apply for and continue to serve as the Fire Chief for the City of Newburyport.

Very respectfully,

Stephen H. Bradbury III  
Acting Fire Chief/Emergency Management Director  
City of Newburyport

# STEPHEN H BRADBURY III

24 Howard Street, Newburyport, MA 01950 · (978) 265-4174  
Sbradbury@cityofnewburyport.com

---

Dedicated, dynamic, and proven leader with 29 years of fire rescue experience with deep roots and ties to the City of Newburyport. High degree of knowledge in all aspects of fire department operations acquired through working over 22 years as a Chief Officer. Highly competent in fire administration, budget management, emergency scene operation, and investigation. Seeking to apply my knowledge and leadership skills to ensure the safety of the greater Newburyport community as the Fire Chief.

## EXPERIENCE

### JULY 2022 – PRESENT

#### ACTING FIRE CHIEF/EMD, CITY OF NEWBURYPORT, MA

- Providing leadership and supervision to the department staff of 46 personnel as Incident Commander at all major emergencies
- Oversee spending of the \$4.2M fire and emergency management budget
- Directing the preparation of FY24 departmental budget to ensure integration with overall city budget
- Responsible for planning and designing the new \$9.2M substation, with relocation of staff to fire headquarters
- Implementing department policy changes to ensure efficiency and standardization
- Overseeing implementation of our FIRST DUE SOFTWARE, the department's first software update in 20 years
- Consistently securing grants for the department including SENIOR SAFE for the first time
- Working to update the Comprehensive Emergency Operations Plan
- Managing Tier 2 chemical inventory reporting for industrial park and other required entities
- Working to reduce overtime levels
- Submitted a detailed capital improvement plan
- Secured funding for a Zetron alerting system for city headquarters
- Formed a committee to replace the fire boat
- Added a second member from our department to the state hazardous material team

### SEPTEMBER 2000 – JULY 2022

#### DEPUTY FIRE CHIEF/ASSISTANT EMD, CITY OF NEWBURYPORT, MA

- Managed the day-to-day operations of the department that would include emergency response, fire prevention, inspections, budget planning, and training
- Formed a partnership with local police as the lead fire investigator for the last 10 years, and filed all required fire reports
- Incident commander of numerous fires, explosions, and other emergencies
- 2013 winner of Chief Michael Maloney 260 Forever "Heroes in Action"
- Fire inspector responsible for the completion of inspections, building permits, and certificates of occupancy in the City of Newburyport while following up for compliance
- Reviewed and approved commercial and residential building plans

- Oversaw the life safety requirements in the building/remodeling of all three schools, Anna Jaques Hospital, and several large apartment complexes
- Partnered with all local departments in the City of Newburyport to ensure public safety
- Assisted the Emergency Management Director with planning for emergencies from natural and manmade disasters
- IC and/or assistant IC to numerous storms on Plum Island
- Original member of the cities Technical Review Committee
- Member of the TSAC Committee
- Participated in Seabrook station drills

#### **AUGUST 1996 – SEPTEMBER 2000**

##### **FIREFIGHTER, CITY OF NEWBURYPORT, MA**

- EMT that trained in all aspects of firefighting
- Completed the Flammable Gas Firefighting program in 1997
- Appointed Chairperson of Fire Department Muscular Dystrophy Association in 1997
- Santa Clause Parade Chairperson since 1999
- Board of Director for the Sick Benefit Association
- Editor of Newburyport Fire Department yearbook

#### **DECEMBER 1993 – AUGUST 1996**

##### **CALL FIREFIGHTER, CITY OF NEWBURYPORT, MA**

- Member of Ladder Company No. 2
- Completed the Protective Breathing, Search and Rescue Program in 1994

## **EDUCATION**

#### **1988**

**BACHELOR OF SCIENCE IN BUSINESS, SALEM STATE COLLEGE, SALEM, MA**

#### **1992**

**ASSOCIATES IN FIRE SCIENCE TECHNOLOGY, NORTH SHORE COMMUNITY COLLEGE, DANVERS, MA**

#### **1996**

**EMERGENCY MEDICAL TECHNICIAN (EMT)**

## **CERTIFICATIONS**

- Massachusetts Emergency Management Director Program
- The Fire Officers Academy
- Fire Prevention Officer
- Basic Fire Investigation
- Hazardous Material – First Responder Operational
- Arson Awareness for The First Responder
- Emergency Response to Terrorism: Basic Concepts
- Fire Alarm Course
- Vehicle Extraction: New Technology



## **SKILLS**

- Budget management and organization
- Implementation of fire department policies and procedures
- Incident command and emergency scene operations
- Solution driven leader
- Oral and written communication
- Fire prevention
- Fire laws and regulations
- Code enforcement
- Investigations
- Labor relations/union contracts
- Fleet management
- Supervision

## **ACTIVITIES**

- 20-year co-chair of Santa for Kids
- 14-year treasurer of Fireman's Association
- Past chairman of firefighters Muscular Dystrophy Association
- Past board member of Fireman's Sick Benefit Association
- Member of Restore Our Stadium committee
- Building committee member for World War Memorial Stadium



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 MAY -5 A 10:03

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: May 8, 2023  
Subject: Re-Appointment

---

I hereby re-appoint, subject to your approval, the following named individual as a member of the Harbor Commission. This term will expire on June 1, 2026.

James Knapp  
24 Cutting Drive  
Newburyport, MA 01950

# JAMES KNAPP

24 Cutting Drive, Newburyport, MA 01950 | 978-500-6611 | james.knapp13@gmail.com

## SUMMARY

- Over 20 years of experience in international trade and domestic transportation.
- Roles in customer service, management and pricing for air and ocean cargo
- Keen eye for attention to detail, building strong internal and external relationships, business process management

## CERTIFICATES & COMPUTER SKILLS

### Certificates

- IATA / FIATA – May 2009

### Software

- Microsoft Office, Lotus Notes, Adobe

## EXPERIENCE

### BOC International

- July 2015 - Present
- Customer Relationship Manager, *BOC international Inc.*
- Oversees customer implementation and development.
  - Manages customer business reviews and pricing.

### Expeditors International or Washington

- September 2014 – July 2015
- Import Transportation Customer Service Lead, *Expeditors International of WA*
- Ensures that the customer service team is working closely with our external and internal customers to ensure that all of their needs are being exceeded.
  - Works closely with warehouse personnel to make arrangements for the receipt of ocean and air inbound cargo on a daily basis.
  - Responsible for the air import pricing and route development for New England.
- March 2014 – September 2014
- Inbound & Outbound Transcon Lead, *Expeditors International of WA*
- Oversaw several projects that included bringing in time definite shipments of construction material and finished goods for new store launches.
  - Cross trained in both inbound and outbound operations to provide support to both teams and train additional personnel as well.

- April 2010 – March 2014      Air Import Manager, *Expeditors International of WA*
- Responsible for the growth of the Air Import market for New England while managing the operational procedures for our team of 4.
  - Worked closely with airline partners to put consol programs into place and worked closely with their local terminal operations to ensure that freight was turned around timely.
  - Traveled to Hong Kong and Shanghai to form stronger operational relationships with our offices in these region and to develop pricing strategies to increase our revenue potential.
- April 2006 – April 2010      Import Transportation Supervisor, *Expeditors International of WA*
- Worked with an experienced team to put processes in place to become a more efficient and productive department.
  - Oversaw the daily operations for the ocean and air import transportation teams that consisted of 8 members.
  - Managed the account receivables and payables on a weekly basis and reported back to the Finance Manager on the progress of collections.
  - Performed audits on our service providers to ensure that they met Expeditors standards for insurance and compliance
- Feb 2005 – April 2006      Management Trainee Program , *Expeditors International of WA*
- Chosen from an extensive field of candidates to learned all aspects or international freight forwarding, customs compliance, distribution services, and domestic transportation.
  - Became Dangerous Goods Certified in Ocean, Air and Domestic transportation
  - Relocated to Washington DC to support a growth potential for an account and trained additional personnel in the process.
- Jan 2004 – Feb 2005      Air Export Night Operations , *Expeditors International of WA*
- Worked within a team setting to process house air waybills for customers all over New England to ensure that these shipments moved on a nightly line haul truck to New York for consolidation

## City of Newburyport

- Feb 2008 – Present      Harbor Commissioner, *City of Newburyport MA*
- Focused on supporting the Harbor Master to operate within his budget and ensure that the city's best interests are being taken into consideration.
  - Worked to have the City of Newburyport be named the 13<sup>th</sup> "Coast Guard City" as designated by the United States Coast Guard and Congress.
  - Developed plans for a new Harbor Master and transient boaters facility.

## EDUCATION

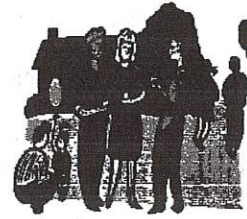
- June 2004      International Maritime Business, *Massachusetts Maritime Academy*

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CITY CLERK'S OFFICE  
NEWBURYPORT, MA

APPL00139\_05\_08\_2023



2023 MAY -8 P 1:56



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

### BLOCK PARTY APPLICATION

Please fill out the application below and obtain the approving signatures for the street closure. Mail or drop off the completed signed application at: City Clerk's Office, City Hall, 60 Pleasant St., Newburyport, MA 01950 at least 8 business days prior to a City Council meeting. The requested Block Party needs approval by the City Council. For any questions, please contact The City Clerk's Office at (978)465-4407.

DATE OF REQUEST:

3/6/2023

#### CONTACT INFORMATION

FIRST AND LAST NAME:

Christina Manning

MAILING ADDRESS:

31 Howard St

PHONE NUMBER:

978-790-5828

E-MAIL ADDRESS:

Christina216@gmail.com

#### BLOCK PARTY INFORMATION

BLOCK PARTY DATE:

Last Day of School - June 14, 2023 <sup>Wednesday</sup>

DESIRED STREET CLOSING LOCATION:

Howard St., between Forester + Chapel  
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED:

Howard St. (From Forester to Chapel St.)

DESIRED STREET CLOSING TIME:

Noon - 9pm  
Block Parties should run no later than 10:00 p.m.



## REGULATIONS

By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

I understand that applications for block party permits may take up to four weeks to process.

Block parties will be conducted only on low-volume residential streets, dead-end streets, or cul-de-sacs. No thoroughfares or collector streets may be used.

It is hereby agreed that, by signing and presenting this application, signer(s) represents to the City of Newburyport that the following statements are true and correct, and agrees to and will abide by the following:

1. All residents living on the street or block for which the party is planned request the Block party, or have been contacted and do not object to the Block Party.
2. To be responsible for placement, maintenance and removal of barricades.
3. A block party permit does not allow the sale of alcohol or the consumption of alcohol on public property (in city streets, sidewalks, parks, etc.) alcohol is allowed only on private property. All state and city alcohol laws still apply during Block Parties.
4. Amplified music shall be permitted with permission of the City Council.
5. To leave **AT LEAST a TWELVE (12) FOOT AISLE** in the street to permit passage of emergency vehicles or vehicles of residents. Failure to maintain a ten foot aisle during the entire period of the party will necessitate denial of requests for subsequent block parties. **Public safety personnel will monitor the party for strict adherence to this rule.**
6. To maintain adult supervision at all times during the party.
7. Applicant(s) shall be responsible for the pick-up of trash and garbage within 2 hours of the end the party.
8. Streets may not be barricaded later than 10:00 P.M.
9. No residents of the area designated shall be prohibited from attending the party.
10. No such activity may be conducted within 500 feet of any school, church, hospital, nursing home or similar operation unless endorsed by the management of such institution e
11. Only approved readily removable Barricades will be permitted such as, orange cones and sawhorses with a sign. No vehicles will be permitted to be used as a Barricade.
12. Block parties are permitted 10AM-10PM

Applicant Signature Christina Manning

Date 3/6/2023

### APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant St.

[Signature]  
[Signature] 3/8/23  
[Signature] 5/17/23

City use only:

Approved \_\_\_\_\_

-Denied \_\_\_\_\_

Date \_\_\_\_\_

## **CONSENT AGENDA**

# **CITY COUNCIL MEETING**

## **MINUTES**

**April 24, 2023 7:00 pm**

**City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

\*\*\*\*\*

Zoom details for City Council Meeting:

<https://us02web.zoom.us/j/81299990548>

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

### **1. MOMENT OF SILENCE** Remembering Jean Doyle

### **2. PLEDGE OF ALLEGIANCE**

**CALL TO ORDER** 7:00 pm City Clerk Richard B. Jones called the role, the following City Councillors answered present: McCauley, Preston, Vogel, Wright, Zeid, Cameron, Donahue, and Shand. 9 present (1 remote JD), 2 absent (CW, BL).

### **3. LATE FILE**

- ORDR00449\_04\_24\_2023 Approving Shared Streets Grant, High Street Traffic Calming Motion to waive the rules, accept the late file, and refer to Public Works & Safety by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

### **4. PUBLIC COMMENT**

Christopher Silva	25 Water St.
Ben Iocono	4 Hallisey Dr.
Krista Yablin	76 Moseley Ave.
Brittany Verville	77 Moseley Ave.
Jane Snow	9 Coffin St.
Deb Mousley	126 Merrimac St.
Pawel Zakowicz	78 Moseley Ave.
Stephen Kerns	79 Moseley Ave.

### **5. MAYOR'S COMMENT**

## **CONSENT AGENDA**

NOTE: ALL ITEMS LISTED UNDER CONSENT AGENDA WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

### **6. APPROVAL OF MINUTES**

- April 10, 2023 (Approve)

### **7. COMMUNICATIONS**

- |                        |                                                         |        |
|------------------------|---------------------------------------------------------|--------|
| • APPL00132_04_24_2023 | Newburyport Pride Parade June 3rd 11:00am-12:45pm       | (L&P)  |
| • APPL00133_04_24_2023 | Newburyport Lions Club Road Races August 1st 8am-8:30pm | (L&P)  |
| • COMM00478_04_24_2023 | FY24 Budget Process                                     | (R&F)  |
| • COMM00479_04_24_2023 | Ward 4 Street Sidewalk Traffic Safety Priorities        | (PW&S) |
| • COMM00480_04_24_2023 | Merrimac St. Safety Items                               | (PW&S) |
| • COMM00481_04_24_2023 | Updated Parklet list with sketches                      | (PW&S) |
| • COMM00482_04_24_2023 | Constructions projects at the Central Waterfront        | (PW&S) |

## 8. TRANSFERS

- TRAN00151\_04\_24\_2023 Mayor: Sewer Retained Earnings \$120,000 to SEW Plant Chemicals \$120,000 (B&F) & Water Retained Earnings \$86,000 to WAT Plant Chemicals \$86,000
- TRAN00152\_04\_24\_2023 Mayor: IT Sal Director \$14,673, AUD Sal Financial/Purchasing Analyst \$15,908, (B&F) and TRS Sal Staff \$16,612.92 to IT Munis License \$14,194.06 and IT Software/Licensing \$32,999.86

## 9. APPOINTMENTS

- APPT00389\_04\_24\_2023 Tara Cederholm 20 Fruit St. Fruit St. Historical Comm. 4/30/2026
- APPT00390\_04\_24\_2023 Caitlin Haire 43 Prospect St. Board of Registrars 5/1/2026 (GG)
- *Re-Appointments:*
- APPT00391\_04\_24\_2023 Marc Cendron 91 High St. Historical Commission 5/1/2026 (P&D)
- APPT00392\_04\_24\_2023 Marc Cendron 91 High St. Fruit St Historical Comm. 4/30/2026
- APPT00393\_04\_24\_2023 Jeanette Isabella 100 Water St. Emma Andrews Library Comm. 5/1/2024
- APPT00394\_04\_24\_2023 Madeline K. Nash 19 Arlington St. Affordable Housing Trust 5/1/2025 (P&D)
- APPT00395\_04\_24\_2023 Paul J. Harrington 251B High St. Tree Commission 5/1/2026
- APPT00396\_04\_24\_2023 Jane Healey 38 Winter St. Community Preservation Comm. 5/1/2026 (P&D)
- APPT00397\_04\_24\_2023 John A. Green 12 Finnegan Way Council on Aging 5/1/2026

ALL ITEMS NOTED BELOW ARE REMOVED FROM THEIR RESPECTIVE COMMITTEES WITH THE MOTION TO APPROVE THE CONSENT AGENDA

### BUDGET & FINANCE

- ORDR00434\_03\_27\_2023 FY24 CPC Recommendations (COTW)
- ORDR00441\_04\_10\_2023 CPA Housing Rehab Appropriation
- ORDR00442\_04\_10\_2023 CPC FY24 Plum Island Beach Public Access Dune Preservation (Mobi Mats Sand Fencing)
- TRAN00150\_03\_27\_2023 Mayor: General Fund-Free Cash \$30,000 to City Hall Main Floor HVAC \$30,000
- ORDR00435\_03\_27\_2023 Buildings Up Grant Acceptance

### COMMUNITY SERVICES

- ODNC00148\_04\_10\_2023 Amend Municipal Fees 2-O Recycling and solid waste
- ODNC00149\_04\_10\_2023 Rules for Charitable Donations

### GENERAL GOVERNMENT

- ORDR00438\_03\_27\_2023 Election Cal 2023 EVIP
- COMM00472\_03\_27\_2023 Ltr. Kathleen O'Connor Ives
- COMM00476\_04\_10\_2023 Ad Hoc Market Landing Park Operations Phase

### LICENSES & PERMITS

- APPL00130\_04\_10\_2023 The Basin Apparel Co. pop-up tents
- COMM00475\_04\_10\_2023 Shanty moving plan

### PUBLIC WORKS & SAFETY

- COMM00473\_03\_27\_2023 2023 Parklets update

## END OF CONSENT AGENDA

Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 9 yes , 2 absent (CW, BL). Motion passes.

## REGULAR AGENDA

### 9. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

### 10. FIRST READING APPOINTMENTS

### 11. COMMUNICATIONS

### 12. TRANSFERS

### 13. SECOND READING APPOINTMENTS

### 14. ORDERS

- ORDR00443\_04\_24\_2023 EP Port Parks Alliance Gift Acceptance EP
- ORDR00443\_04\_24\_2023 Port Parks Alliance Gift Acceptance  
Motion to collectively waive the rules, declare an emergency, and approve by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.
- ORDR00444\_04\_24\_2023 Central Congregational Church Gift Acceptance
- ORDR00445\_04\_24\_2023 Friends of NYS Gift Acceptance
- ORDR00446\_04\_24\_2023 Friends of Newburyport Trees Gift Acceptance
- ORDR00447\_04\_24\_2023 FY23 Revolving Fund Spending Limit Increase
- ORDR00448\_04\_24\_2023 PCB Class Action Settlement Payment Acceptance  
Motion to collective refer ORDR00444, ORDR00445, ORDR00446, ORDR00447, and ORDR00448 to Budget & Finance by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

### 15. ORDINANCES

- ODNC00143\_03\_13\_2023 **1<sup>st</sup> reading** Municipal Fee Schedule Amend Water Sewer Fees  
***In City Council April 10, 2023:***  
*Motion to approve on first reading by Councillor Wallace, seconded by Councillor McCauley.*  
*Motion to move to a date certain April 24, 2023 by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.*  
Motion to approve on 1<sup>st</sup> reading by Councillor McCauley, seconded by Councillor Zeid. Motion to amend to waive Rule 12D changing the sponsor from Councillor Wallace to Councillor McCauley by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes. Motion to approve on 1<sup>st</sup> reading as amended by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

### 16. COMMITTEE ITEMS

#### Budget & Finance

##### *In Committee:*

- **ORDR00434 03 27 2023** **FY24 CPC Recommendations (COTW)**  
PROJECT 1: Councillor Cameron recused. Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 8 yes, 2 absent (CW, BL), 1 recused (EC). Motion passes.  
PROJECT 2: Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.  
PROJECT 3: Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.



PROJECT 4: Motion to approve by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 8 yes, 1 no (SZ), 2 absent (CW, BL). Motion passes.

PROJECT 5: Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

PROJECT 6 & 7: Motion to approve collectively by Councillor Zeid, seconded by Councillor McCauley. Project 7: Contingent upon confirmation of property lines, all work to be done on public property. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

PROJECT 8 & 9: Motion to approve collectively by Councillor Zeid, seconded by Councillor Preston. Project 9: Contingent upon applicant identifying the 3 specific sites and providing that list. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

PROJECT 10, 11, & 12: Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

DEBT: Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

ADMINISTRATIVE COSTS: Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

- **ORDR00441 04 10 2023**      **CPA Housing Rehab Appropriation**
- **ORDR00442 04 10 2023**      **CPC FY24 Plum Island Beach Public Access Dune Preservation**  
**(Mobi Mats Sand Fencing)**

Motion to approve collectively ORDR0041 and ORDR442 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote 9 yes, 2 absent (CW, BL). Motion passes

- **TRAN00150 03 27 2023**      **Mayor: General Fund-Free Cash \$30,000 to City Hall Main Floor**  
**HVAC \$30,000**

Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

- **ORDR00435 03 27 2023**      **Buildings Up Grant Acceptance**

Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

- ODNC00129\_11\_01\_2022      Defining Conflict Rule for Dept. Heads (COTW)
- ORDR00336\_03\_28\_2022      ARPA Amesbury 250K (COTW)
- ORDR00436\_03\_27\_2023      Katherine Day Gift Acceptance
- ORDR00437\_03\_27\_2023      Morrill Foundation Gift Acceptance

## Community Services

### *In Committee:*

- **ODNC00148 04 10 2023**      **Amend Municipal Fees 2-O Recycling and solid waste**

Motion to approve on 1<sup>st</sup> reading by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

- **ODNC00149 04 10 2023**      **Rules for Charitable Donations**

Motion to move to a date certain, Monday, May 8, 2023 by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 7 yes, 2 no (BV, AK), 2 absent (CW, BL). Motion passes.

- **COMM00474\_04\_10\_2023**      **Newburyport Public Art Policy**

## General Government

### *In Committee:*

- **ORDR00438 03 27 2023**      **Election Cal 2023 EVIP**

Motion to approve by Councillor Shand, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

- **COMM00472 03 27 2023**      **Ltr. Kathleen O'Connor Ives**

Motion to receive and file by Councillor Shand, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

- **COMM00476 04 10 2023**      **Ad Hoc Market Landing Park Operations Phase**

Motion to receive and file by Councillor Shand, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

- ORDR239\_02\_8\_2021 Council Rule 7 and 10B
- COMM00461\_02\_27\_2023 Brown School Gymnasium Considerations (COTW)
- COMM00464\_02\_27\_2023 Brown School RFI Councillor Zeid Redline (COTW)
- ORDR00428\_02\_27\_2023 Request for Expressions of Interest (RFI) for Brown School Property (COTW)
- COMM00468\_03\_13\_2023 Brown School Proposal (COTW)
- ODNC00146\_03\_13\_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services

## **Licenses & Permits**

### ***In Committee:***

- **APPL00130 04 10 2023**      **The Basin Apparel Co. pop-up tents**  
Motion to approve by Councillor Vogel, seconded by Councillor Preston. Noted that the application was approved for the 2023 season only. Roll call vote. 8 yes, 1 no (JD), 2 absent (CW, BL). Motion passes.
- **COMM00475 04 10 2023**      **Shanty moving plan**  
Motion to receive and file by Councillor Vogel, seconded by Councillor Khan. Roll call vote. 8 yes, 1 no (JM) and 2 absent (CW, BL). Motion passes.
- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- APPL00131\_04\_10\_2023 GNCCI Spring Fest June 3rd-4th 12-5pm

## **Planning & Development**

### ***In Committee:***

- ODNC00135\_01\_30\_2023 Zoning Amendment ITIF Remove Residential Use
- ODNC00141\_02\_27\_2023 Zoning Amendment STRU (COTW)
- COMM00469\_03\_13\_2023 Retail Sale of Marijuana (COTW)
- ORDR00440\_04\_10\_2023 64 Federal St. Plummer House Preservation Restriction

## **Public Works & Safety**

### ***In Committee:***

- **COMM00473 03 27 2023**      **2023 Parklets update**  
Motion to waive the rules, replace COMM00473 with COMM00481, and to receive and file by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 8 yes, 1 no (JD), 2 absent (CW, BL). Motion passes.
- COMM00412\_05\_31\_2022 Ltr Ann Jarocyk re: Traffic Safety
- COMM00414\_05\_31\_2022 Ltr. Emily Dunn re: Traffic on Merrimac Street
- COMM00456\_12\_12\_2022 Letters re: Curb Cut 4 Wilkinson Dr. & 34 Hale St.
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- COMM00459\_01\_30\_2023 Ltr. Residents concerned with speeding on Arlington St.
- COMM00462\_02\_27\_2023 Ltr. From Kathleen O'Connor Ives re: drinking water concerns

## **17. GOOD OF THE ORDER**

## **18. EXECUTIVE SESSION: Pursuant to MGL c. 30A s. 21 there will be an executive session for the purpose of discussing strategy with respect to potential litigation involving roadways, buildings and land use including but not limited to Doyle Drive, Newburyport, MA.**

Clerk Jones read into the record the purpose of the Executive Session. Council President Shand stated that the City Council would not be coming out of Executive Session. Motion to go into Executive Session by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 8 yes, 3 absent (JD, CW, BL). Motion passes.

## **19. ADJOURNMENT**

## **COMMUNICATIONS**

**NEWBURYPORT SPECIAL EVENT APPLICATION**

Tel.

Fax.

**(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)****NAME OF EVENT:** 9th Annual Harborside Half Marathon & 5KDate: 11/12/2023 Time: from 9:00 AM to 1:30 PMRain Date: N/A Time: from N/A to N/A2. Location\*: Start Line: Industrial Park (40 Parker Street) Finish Line: Cashman Park

\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: As per locations above Public ☒ Private ☒4. Name of Organizer: Ventures Endurance & Loco Races, LLC City Sponsored Event: Yes ☐ No ☒

Contact Person

Address: 51 Dynamic Drive, Unit #3, Scarborough, ME 04074 Telephone: 860-921-6945 & 207-210-8655E-Mail: edolecki@venturesendurance.com  
eboucher@venturesendurance.com Cell Phone: 860-921-6945 & 207-210-8655Day of Event Contact & Phone: Evan Dolecki - Race Director - 860.921.6945 & Erik Boucher - 207.210.86555. Number of Attendees Expected: 1,5006. MA Tax Number: N/A7. Is the Event Being Advertised? Yes Where? Online social media (Facebook, Instagram, etc)8. What Age Group is the Event Targeted to? 15-759. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No ☐ Who? Notice signs will be posted on the route. All establishments on the course will be sent a road race notice mailer prior to the event.**ACTIVITIES:** *(Please check where applicable.)* Subject to Licenses & Permits from Relevant City DepartmentsA. Vending\*: Food ☒ Beverages ☒ Alcohol ☒ Goods ☐ Total # of Vendors 3

\*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☐ DJ ☐ Radio/CD ☐  
On-Site  
Performers ☐ Dancing ☐ Amplified Sound ☐ Announcer ☐ Stage ☐C. Games /Rides: Adult Rides ☐ Kiddie Rides ☐ Games ☐ Raffle ☐Other ☐ Total # ☐Name of Carnival Operator: ☐Address: ☐Telephone: ☐

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes ☒ No ☐

**If yes:**

- a) How many trash receptacles will you be providing? 15 managed by our staff and volunteers
- b) How many recycling receptacles will you be providing? 6 managed by our staff and volunteers
- c) Will you be contracting for disposal of : **Trash** Yes ☒ No ☐ **Recycling** Yes ☒ No ☐
- i. If yes, size of dumpster(s): **Trash** 10 Yard **Recycling**
- ii. Name of disposal company: **Trash** Meadows Disposal Company **Recycling** Meadows Disposal Company
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes N/A No N/A
- iv. If no, where will the trash & recycling be disposed ? N/A

**If no:**

- a) # of trash container(s) to be provided by DPS None
- b) # of recycling container(s) to be provided by Recycling Office None
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

# 35 Standard # 3 ADA accessible

Name of company providing the portable toilets: United Site Services

## FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

ROAD RACE ☒

WALKATHON \_\_\_\_\_

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

Loco Sports, LLC & Ventures Endurance

2. Name, Address & Daytime Phone Number of Organizer: Evan Dolecki & Erik Boucher

51 Dynamic Drive, Unit #3, Scarborough, ME 04074

Daytime Phone: 860-921-6945 & 207-210-8655

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Evan Dolecki & Erik Boucher

51 Dynamic Drive, Unit #3, Scarborough, ME 04074

860-921-6945 & 207-210-8655

4. Date of Event: Sunday, November 12th, 2023 Expected Number of Participants: 1,500

5. Start Time: 9:00 AM Half Marathon, 9:15 5K Expected End Time: 1:30 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): Middle Street, Chase Street  
Rogers Street, Turkey Hill Street, Hale Street, Opportunity Way, & Perkins Way

7. Locations of Water Stops (if any): Yes. 5 water stops. Mile 2.1, Mile 4.4, Mile 6.2, Mile 8.7, Mile 11.8

8. Will Detours for Motor Vehicles Be Required? Yes. Brief Holds of traffic If so, where? Parker Street & Muliken Way

9. Formation Location & Time for Participants: 7:45 AM - 9:00 AM at 40 Parker Street (Mark Richey Woodworking)

10. Dismissal Location & Time for Participants: 9:30 AM - 1:00 PM at Cashman Park (Finish Area)

11. Additional Parade Information:

- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

### APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSH

DEPUTY DIR

TOR

FIRE CHIEF

EF

CITY CLERK

HEALTH DIRECTOR

Updated April 1, 2022

(only needed when Food & Beverage Vendors are included in the event)



## DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<i>Approval Required</i>	Date: _____	Signature: _____
_____	1. Special Events: _____	
_____	2. Police: _____	
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____	
_____	4. ISD/Health: _____	
_____	5. Recycling: _____	
_____	6. ISD/Building: _____	
_____	7. Electrical: _____	
_____	8. Fire: _____	
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$_____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Parks Department: _____	
_____	11. License Commission _____	

**The departments listed above have their own application process.**  
**Applicants are responsible for applying for and obtaining all required**  
**permits & certificates from the various individual departments**

**Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.**

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

***I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.***

Signed: Evan Dolecki

Date: 04/19/2023





**VOLUNTEER & PARTICIPANT PARKING**

**PORTABLE TOILETS**

**MEDICAL**

**FINISH**

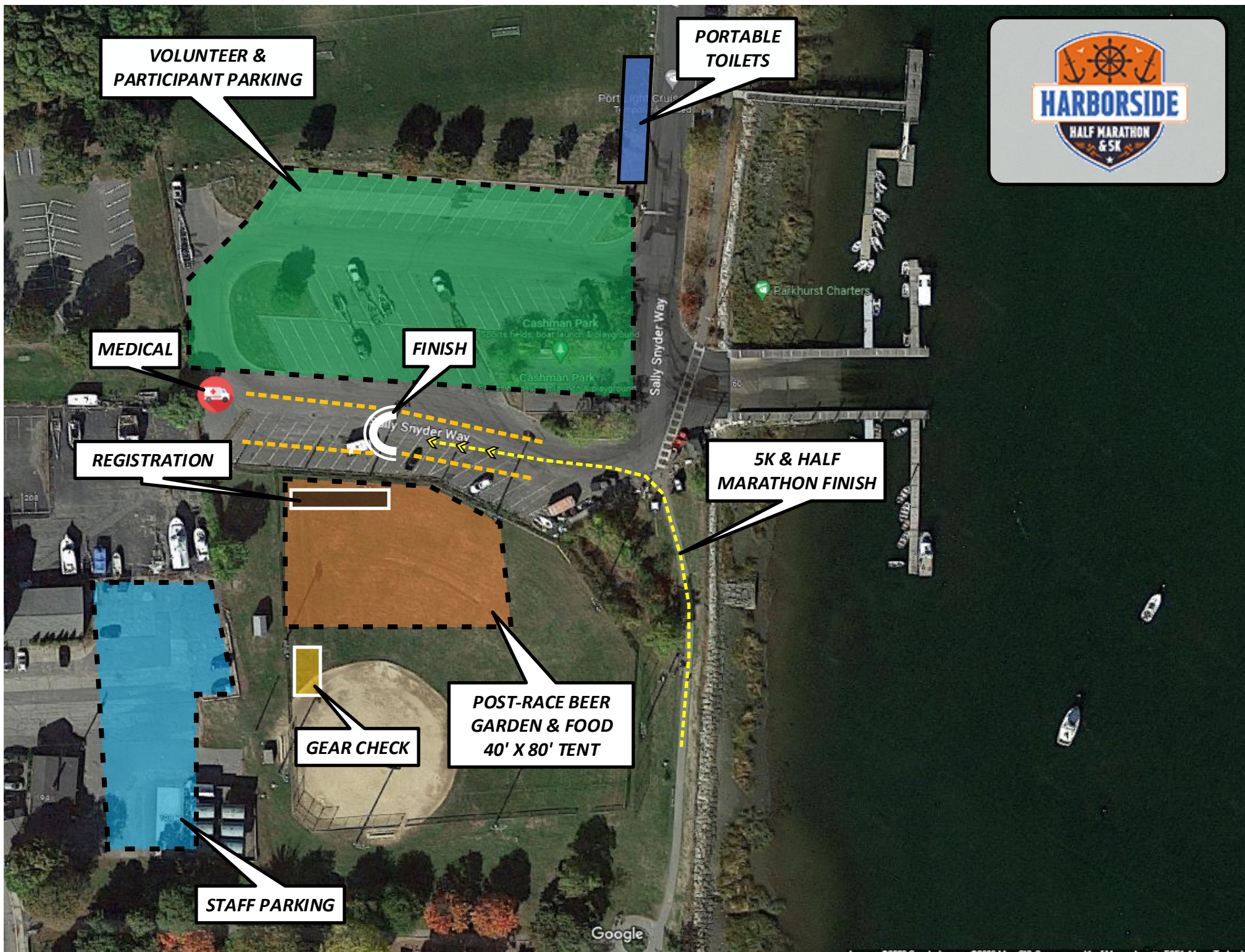
**REGISTRATION**

**5K & HALF MARATHON FINISH**

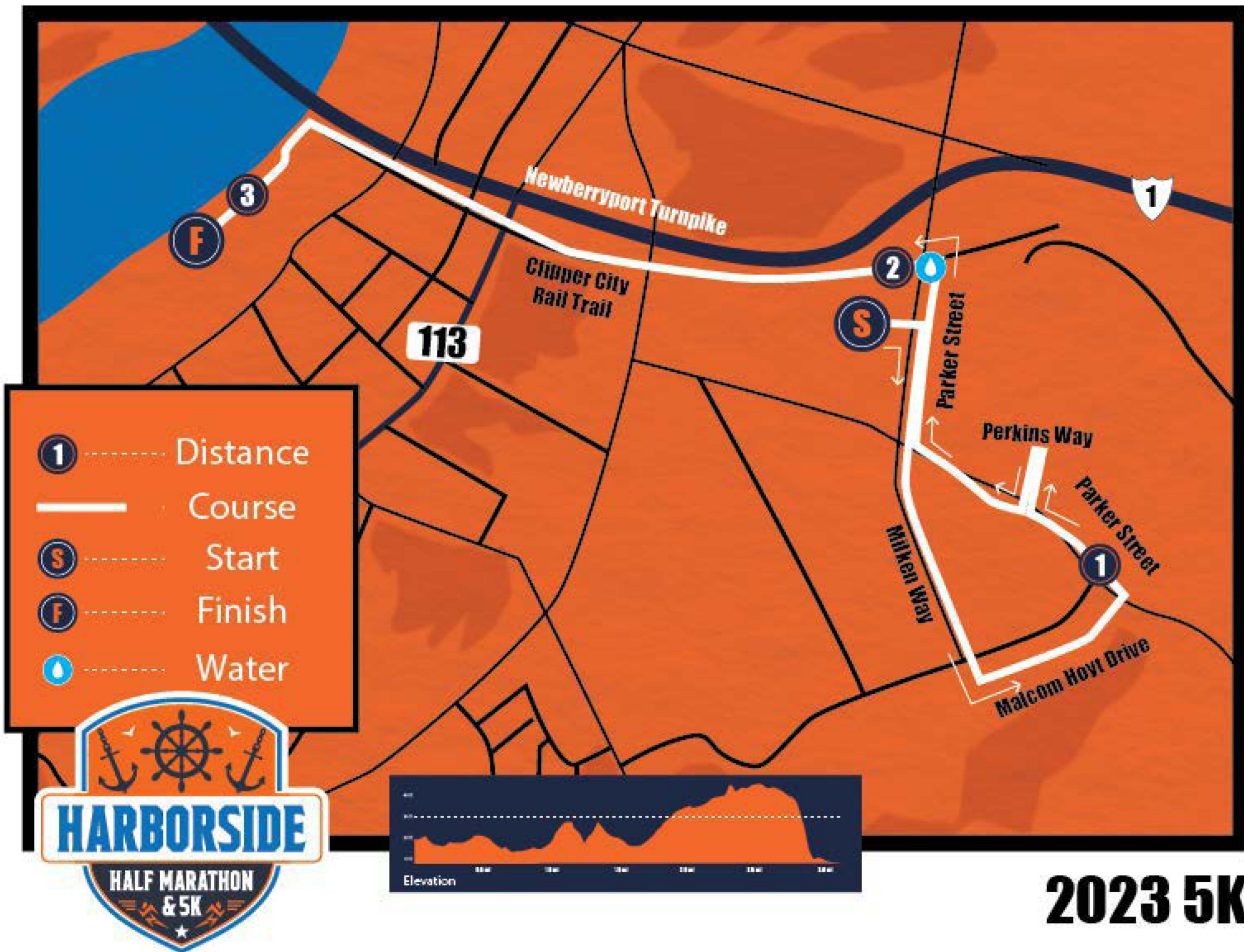
**GEAR CHECK**

**POST-RACE BEER GARDEN & FOOD  
40' X 80' TENT**

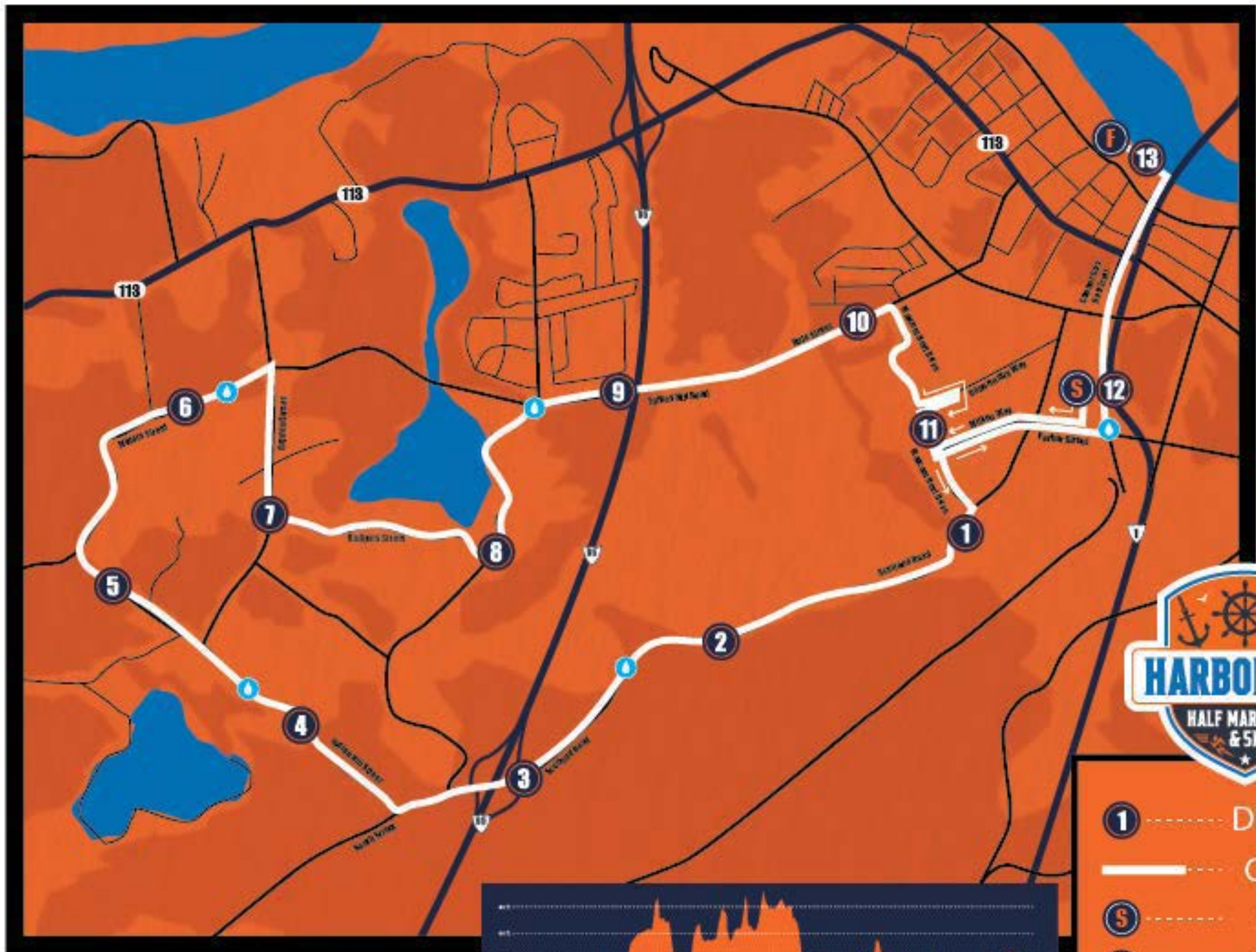
**STAFF PARKING**











# 2023 Half Marathon





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Ventures Endurance Events, LLC 85 Devonshire St. 9th Floor Boston MA 02109 USA	<b>INSURER A:</b> Everest National Insurance Co	10120
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570098108129**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			SI8GL01746231	02/25/2023	02/25/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person)	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$1,000,000
	OTHER:						GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		SI8EX01516231	02/25/2023	02/25/2024	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:Harborside Half Marathon &amp; 5K.

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Newburyport PO Box 550 Newburyport MA 01950 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570098108129

## NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel. 617-916-8984

Fax. N/A

2023 APR 27 A 10:55

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Paws for a Cause: Fundraiser-Dog Walk supporting The Karen Wellington Foundation for LIVING with Breast CancerDate: 10/14/23 Time: from 10 Am to 12 PmRain Date: 10/14/23 (Saturday) Time: from 10 Am to 12 Pm2. Location\*: Clipper City Rail Trail from Washington St. to Parker St., Newburyport

\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Clipper City Rail Trail Public ☒ Private ☐4. Name of Organizer: The Karen Wellington Foundation City Sponsored Event: Yes ☐ No ☒Contact Person Debbie Hart-KleinAddress: 2 Hamilton Way, Newburyport Telephone: 617-916-8984E-Mail: debbie.newengland@KarenWellingtonFoundation.org Cell Phone: 617-916-8984Day of Event Contact & Phone: Debbie Hart-Klein 617-916-89845. Number of Attendees Expected: 756. MA Tax Number: Federal Id #26-3768567 (Foreign Corp. Certificate of Registration attached)7. Is the Event Being Advertised? Yes Where? Social media, through Chamber of Commerce,8. What Age Group is the Event Targeted to? Any with flyers around town, and possibly in the Daily News.9. Have You Notified Neighborhood Groups or Abutters? Yes not yet No ☐ Who? we will notify residents abutting the relevant section of the rail trail: 180, 181 and 182 High St. and 28-40 Winter St. and 33 Washington St.

ACTIVITIES: (Please check where applicable.) Subject to Licenses &amp; Permits from Relevant City Departments

See attached descriptionA. Vending\*: Food ☐ Beverages ☐ Alcohol ☐ Goods ☐ Total # of Vendors ☐

\*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☐ DJ ☐ Radio/CD ☐Performers ☐ Dancing ☐ Amplified Sound ☐ Stage ☐C. Games /Rides: Adult Rides ☐ Kiddie Rides ☐ Games ☐ Raffle ☐Other ☐ Total # ☐Name of Carnival Operator: ☐Address: ☐Telephone: ☐

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes ☒ No ☐

**If yes:**

- a) How many trash receptacles will you be providing? 2
- b) How many recycling receptacles will you be providing? 2
- c) Will you be contracting for disposal of : **Trash** Yes \_\_\_\_\_ No X **Recycling** Yes \_\_\_\_\_ No X
- i. If yes, size of dumpster(s): **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- ii. Name of disposal company: **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes ✓ No \_\_\_\_\_
- iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

**If no:**

- a) # of trash container(s) to be provided by DPS \_\_\_\_\_
- b) # of recycling container(s) to be provided by Recycling Office \_\_\_\_\_
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

# \_\_\_\_\_ Standard      # \_\_\_\_\_ ADA accessible

Name of company providing the portable toilets: \_\_\_\_\_



## FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

ROAD RACE \_\_\_\_\_

WALKATHON DogWalk

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

The Karen Wellington Foundation for Living with Breast Cancer

2. Name, Address & Daytime Phone Number of Organizer: \_\_\_\_\_

Debbie Hart-Klein

2 Hamilton Way, Newburyport

617-916-8984

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up \_\_\_\_\_

Same as above

4. Date of Event: 10/11/23 Expected Number of Participants: 75

5. Start Time: 10 AM (staggered start Expected End Time: 12 PM

times every half hour from 10-11:30)

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): \_\_\_\_\_

Entire event on Clipper City Rail Trail from Washington St to Parker St.  
(See attached map)

7. Locations of Water Stops (if any): See attached map for approximate station locations

8. Will Detours for Motor Vehicles Be Required? No If so, where? \_\_\_\_\_

9. Formation Location & Time for Participants: Start on Rail Trail at Washington St., with start

times staggered every 30 mins. from 10-11:30

10. Dismissal Location & Time for Participants: End on  
Rail Trail at Parker St at noon.

11. Additional Parade Information:

• Number of Floats: N/A

• Locations of Viewing Stations: N/A

• Are Weapons Being Carried:

Yes \_\_\_\_\_ No X

• Are Marshalls Being Assigned to Keep Parade Moving:

Yes \_\_\_\_\_ No X

### APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL

[Signature]

4 Green St.

FIRE CHIEF

[Signature]

0 Greenleaf St.

DEPUTY DIRECTOR

[Signature]

16A Perry Way

CITY CLERK

[Signature]

60 Pleasant St.

HEALTH DIRECTOR

[Signature]

60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

Updated April 1, 2022

Newburyport Special Event Application

Attachment to Application for October 14, 2023 Paws for a Cause:

A Dog Walk Supporting the Karen Wellington Foundation for LIVING with Breast Cancer

Activities and Map

Our planned event is a dog walk along the Rail Trail from Washington Street to Parker Street in Newburyport with “stations” along the way, including:

1. Registration (at the start and possibly midway for anyone who joins elsewhere)
2. Dog Treats and water (multiple locations)
3. Raffle (*we are submitting a separate permit application*)
4. Photographers
5. Karen Wellington Foundation information and branded items
6. Refreshments (at the end)

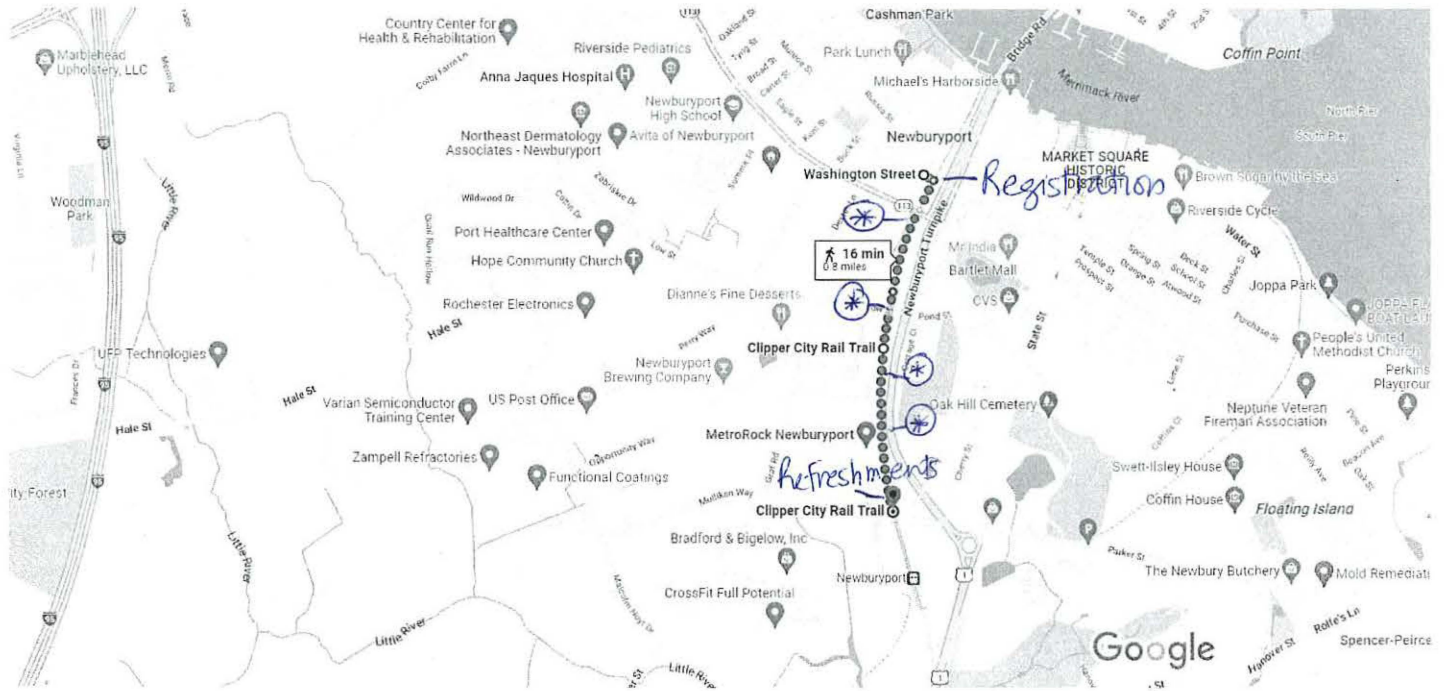
The approximate locations of stations along the route are marked on the attached map. In addition to the beginning and end, they are:

- bottom of the steps from High St
- end of the ramp from High St.
- entrance from Low St
- near one or two of the benches or sculptures between Low St. and Parker St.
- Alchemist Garden



Google Maps

Washington St, Newburyport, MA 01950 to Clipper City Rail Trail, Newburyport, MA 01950 Walk 0.8 mile, 16 min



Map data ©2023 Google 1000 ft



via Clipper City Rail Trail

16 min

0.8 mile

Mostly flat

## DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval  
Required

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

- \_\_\_\_ 1. Special Events: \_\_\_\_\_
- \_\_\_\_ 2. Police: \_\_\_\_\_  
Is Police Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_
- \_\_\_\_ 3. Traffic, Parking & Transportation: \_\_\_\_\_
- \_\_\_\_ 4. ISD/Health: \_\_\_\_\_
- \_\_\_\_ 5. Recycling: \_\_\_\_\_
- \_\_\_\_ 6. ISD/Building: \_\_\_\_\_
- \_\_\_\_ 7. Electrical: \_\_\_\_\_
- \_\_\_\_ 8. Fire: \_\_\_\_\_  
Is Fire Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_
- \_\_\_\_ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*  
Yes: \$\_\_\_\_\_ due on \_\_\_\_\_ No Fee for Special Events applies  
Other requirements/instructions per DPS \_\_\_\_\_
- \_\_\_\_ 10. Parks Department: \_\_\_\_\_
- \_\_\_\_ 11. License Commission \_\_\_\_\_

**The departments listed above have their own application process.**  
**Applicants are responsible for applying for and obtaining all required**  
**permits & certificates from the various individual departments**

**Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.**

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,



**Date:**

4/5/23

**F  
FPC**

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

## Foreign Corporation

## Certificate of Registration

(General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

- (1) Exact name of the corporation, including any words or abbreviations indicating incorporation:

The Karen Wellington Memorial Foundation for Living with Breast Cancer

- (2) Name under which the corporation will transact business in the commonwealth that satisfies the requirements of G.L. Chapter 156D, Section 15.06:

The Karen Wellington Memorial Foundation for Living with Breast Cancer Corporation

*If applicable, please attach:*

- an agreement to refrain from use of the unavailable name in the commonwealth; and
- a copy of the doing business certificate filed in the city or town where it maintains its registered office; and
- a copy of the resolution of the corporation's board of directors, certified by its secretary, the name under which the corporation will transact business in the commonwealth pursuant to 950 CMR 113.50(4).

- (3) Jurisdiction of incorporation: Ohio

Date of incorporation: November 21, 2008

*(month, day, year)*

Duration if not perpetual: \_\_\_\_\_

- (4) Street address of principal office: 312 Walnut St., Suite 1800, Cincinnati, OH 45202

*(number, street, city or town, state, zip code)*

- (5) Street address of registered office in the commonwealth: 63 Rangeley Rd., Chestnut Hill, MA 02467

*(number, street, city or town, state, zip code)*

Name of registered agent in the commonwealth at the above address: Debbie Hart-Klein

I, Debbie Hart-Klein

registered agent of the above corporation consent to my appointment as registered agent pursuant to G. L. Chapter 156D, Section 5.02.\*



(6) Fiscal year end: December 31

(month, day)

(7) Brief description of the corporation's activities to be conducted in the commonwealth:

Charitable purposes to raise money for women living with breast cancer.

(8) Names and business addresses of its current officers and directors:

NAME

BUSINESS ADDRESS

President: Please see attached list officers and Board Members

Vice-president:

Treasurer:

Secretary:

Assistant secretary:

Director(s):

Attach certificate of legal existence or a certificate of good standing issued by an officer or agency properly authorized in the jurisdiction of organization. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: \_\_\_\_\_

# THE KAREN WELLINGTON MEMORIAL FOUNDATION FOR LIVING WITH BREAST CANCER

## Officers

Name	Address
Kent Wellington, President	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Zand Walters, Vice President	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Michael Chasnoff, Treasurer	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Lisa Farrell, Secretary	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464

## Board Members

Name	Address
Kent Wellington, Chair	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Michael Chasnoff, Treasurer	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Zand Walters, Vice Chair	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Dee Dirksing	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Randy Drosick, MD	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Lisa Farrell, Secretary	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Michael Holder	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
David Laug	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464

Name	Address
David Leurck	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Steve Perez, MD	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Michelle Jones	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Peg Ruppert	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464
Elizabeth Somers	312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Phone: (513) 621-6464

Signed by:

*Kurt Wellington*

*(signature of authorized individual)*

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

1024

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show THE KAREN WELLINGTON MEMORIAL FOUNDATION FOR LIVING WITH BREAST CANCER, an Ohio not for profit corporation, Charter No. 1819890, having its principal location in Cincinnati, County of Hamilton, was incorporated on November 21, 2008 and is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 16th day of May, A.D. 2017.*

*Jon Husted*

Ohio Secretary of State

Validation Number: 201713601796



UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF SECRETARY OF STATE

*I, Jon Husted, Secretary of State of the State of Ohio, do hereby certify that the paper to which this is attached is a true and correct copy from the original record now in my official custody as Secretary of State.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 16th day of May, A.D. 2017.*

Ohio Secretary of State

*Jon Husted*

Validation Number:

201713601798



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/24/2008	200832601360	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

GRAYDON HEAD & RITCHEY LLP  
ATTN:STEPHANIE KABAT  
511 WALNUT ST.  
CINCINNATI, OH 45202

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jennifer Brunner**

**1819890**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**THE KAREN WELLINGTON MEMORIAL FOUNDATION FOR LIVING WITH BREAST CANCER**  
and, that said business records show the filing and recording of:

Document(s)  
**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):  
**200832601360**



United States of America

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 21st day of November,  
A.D. 2008.

*Jennifer Brunner*



Prescribed by:

Ohio Secretary of State  
 Central Ohio: (614) 466-3910  
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us

e-mail: busessrv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the Following:

☐ Yes PO Box 1390  
 Columbus, OH 43218

\*\* Requires an additional fee of \$100 \*\*

☒ No PO Box 670  
 Columbus, OH 43218

## INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

RECEIVED

NOV 21 2008

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Nonprofit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
----------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------

SECRETARY OF STATE

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation The Karen Wellington Memorial Foundation for LIVING With Breast  
Cancer

SECOND: Location CINCINNATI HAMILTON  
 (City) (County)

Effective Date (Optional) \_\_\_\_\_ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
 (mm/dd/yyyy)

☐ Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

The purpose of the corporation includes helping to improve the quality of life of people  
batling cancer and to engage in any other lawful act or activity for which nonprofit  
corporations may be formed under Section 1701.01 to 1701.98 of the Ohio Revised  
Code. Continued on Exhibit A.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to Instructions if needed)

(No. of Shares) (Type) (Par Value)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

#### REQUIRED

Must be authenticated  
(signed) by an authorized  
representative  
(See Instructions)

*Robert Kenneth Wellington II*

Authorized Representative

Robert Kenneth Wellington II  
(print name)

11/20/08

Date

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date

Complete the information in this section if box (1) (2) or (3) is checked.

**ORIGINAL APPOINTMENT OF STATUTORY AGENT**

The undersigned, being at least a majority of the incorporators of The Karen Wellington Memorial Foundation for LIVING with Breast Cancer hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Robert Kenneth Wellington II

(Name)

1900 Fifth Third Center, 511 Walnut Street

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati

(City)

Ohio45202

(Zip Code)

Must be authenticated by an  
authorized representativeRobert Kenneth Wellington II

Authorized Representative

Robert Kenneth Wellington II11/20/08

Date

Authorized Representative

Date

Authorized Representative

Date

**ACCEPTANCE OF APPOINTMENT**

The Undersigned,

Robert Kenneth Wellington II

, named herein as the

Statutory agent for,

The Karen Wellington Memorial Foundation for LIVING With

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Breast CancerSignature: Robert Kenneth Wellington II

(Statutory Agent)

Robert Kenneth Wellington II



**ARTICLES OF INCORPORATION**  
**OF**  
**KAREN WELLINGTON FOUNDATION**  
**FOR LIVING WITH BREAST CANCER**

**ARTICLE THIRD CONTINUED:**

Notwithstanding the foregoing, said corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in this Article. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or to the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation or the winding up of its affairs, assets shall be distributed to an organization exempt from federal income tax under Code Section 501(c)(3) at the time of such distribution, and, if not, shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

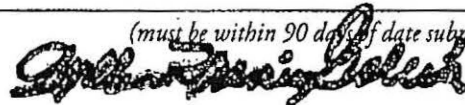
COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Foreign Corporation  
Certificate of Registration**  
(General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

I hereby certify that upon examination of this foreign corporation certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said certificate; and the filing fee in the amount of \$ 400 having been paid, said certificate is deemed to have been filed with me this 18 day of May, 2017, at 12:43 a.m. (p.m.)  
time

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)



WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

Filing fee: \$400

TO BE FILLED IN BY CORPORATION  
Contact Information:

Kyle Black

Graydon Head & Ritchey LLP

312 Walnut St., Suite 1800, Cincinnati, OH 45202

Telephone: (513) 629-2725

Email: [kblack@graydon.law](mailto:kblack@graydon.law)

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

0151

1289293

SECRETARY OF THE  
COMMONWEALTH  
2017 MAY 19 PM 12:43  
CORPORATION DIVISION

88  
Examiner  
Barry  
Name approval  
C  
M

Special Event Permit Application of The Karen Wellington Foundation for LIVING with Breast Cancer Paws  
for a Cause Dog Walk – October 14, 2023

Attached is the insurance rider from our event last year, naming the City of Newburyport as an insured.

Our insurance carrier has explained that it is too early to add this rider for the 2023 event, but that they will do so when the policy is renewed in September.

We will submit the updated rider to the City Clerk's office to add to this application as soon as possible.

Thank you.

Debbie Hart-Klein, KWF New England Chapter Leader



KAREWEL-01

JSCHWARTZ1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # L100460 FRP-Cincinnati PO Box 221649 Louisville, KY 40252		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):		
<b>INSURED</b>  Karen Wellington Foundation Kent Wellington 3825 Edwards Rd Suite 103 Cincinnati, OH 45209		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Philadelphia Indemnity Insurance Company</b>		<b>18058</b>
		<b>INSURER B : Philadelphia Insurance Companies</b>		
		<b>INSURER C : Great American Insurance Company</b>		<b>16691</b>
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2446229	9/14/2022	9/14/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						HIRED AND NON O \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			PHUB832047	9/14/2022	9/14/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 2,000,000				
	DED <input type="checkbox"/> RETENTION \$		\$ 0				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
C	Liability			EPP4918009	9/14/2022	9/14/2023	D&O \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Newburyport, MA is named as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Newburyport, MA  
60 Pleasant Street  
Newburyport, MA 01950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel.

Fax.

2023 MAY -1 A 11:08

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT:

Yankee Home comingDate: July 29 - Aug 6th Time: from 7am to 10 pm

Rain Date: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location\*: City Wide see attachments for major locations

\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Banquet Hall, Cashway, Dauter, Nick Scher Public ☒ Private \_\_\_\_\_4. Name of Organizer: Yankee Home coming Inc City Sponsored Event: Yes \_\_\_\_\_ No ☒

Contact Person

Address: Box 493 NBPT Telephone: 978-621-2967E-Mail: jason lac 73 @ gmail.com Cell Phone: SameDay of Event Contact & Phone: Jason Lacros 9786212967

5. Number of Attendees Expected: \_\_\_\_\_

6. MA Tax Number: \_\_\_\_\_

7. Is the Event Being Advertised? yes Where? paper, Radio, Social Media, website8. What Age Group is the Event Targeted to? 1-1009. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No \_\_\_\_\_, Who? \_\_\_\_\_Will be notifying through Paper + hand out for Road Closures

ACTIVITIES: (Please check where applicable.) Subject to Licenses &amp; Permits from Relevant City Departments

A. Vending\*: Food ☒ Beverages ☒ Alcohol ☒ Goods ☒ Total # of Vendors \_\_\_\_\_

\*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☒ DJ ☒ Radio/CD \_\_\_\_\_Performers ☒ Dancing ☒ Amplified Sound ☒ Stage ☒C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides ☒ Games ☒ Raffle \_\_\_\_\_

Other \_\_\_\_\_ Total # \_\_\_\_\_

Name of Carnival Operator: in house games, Rental Bouncy House Taylor's

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes ☒ No \_\_\_\_\_



If yes:

- a) How many trash receptacles will you be providing? 100
- b) How many recycling receptacles will you be providing? 0
- c) Will you be contracting for disposal of : Trash Yes ☒ No ☐ Recycling Yes ☒ No ☐
- i. If yes, size of dumpster(s): Trash 30 yrd Recycling 10 Brewfest
- ii. Name of disposal company: Trash G Mello Recycling G Mello
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes ☐ No ☐
- iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

If no: Requesting Dumpster location on low St @ Parks office

- a) # of trash container(s) to be provided by DPS 20
- b) # of recycling container(s) to be provided by Recycling Office negotiable, work w/ Molly
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

# \_\_\_\_\_ Standard # \_\_\_\_\_ ADA accessible

Name of company providing the portable toilets: Reds Rest Rooms

Each site requires a different amount there will be an ADA at each site,

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

See Attached Break Down  
PARADE X ROAD RACE \_\_\_\_\_ WALKATHON \_\_\_\_\_

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

VHC Parade

2. Name, Address & Daytime Phone Number of Organizer:

Same VHC Jason Lacroix

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up

Jason Lacroix 978-621-2967

4. Date of Event: July 29 - Aug 6 Expected Number of Participants: \_\_\_\_\_

5. Start Time: \_\_\_\_\_ Expected End Time: \_\_\_\_\_

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**):

See attachments

7. Locations of Water Stops (if any): \_\_\_\_\_

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? closures, self explanatory

9. Formation Location & Time for Participants: 10-12

10. Dismissal Location & Time for Participants: 12-2

11. Additional Parade Information:

• Number of Floats: 15

• Locations of Viewing Stations: side of High St

• Are Weapons Being Carried: Yes \_\_\_\_\_ No X

• Are Marshalls Being Assigned to Keep Parade Moving: Yes X No \_\_\_\_\_

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 4/25/23 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 4/27/23 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

HEALTH DIRECTOR [Signature] 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

## DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval Required	Date: _____	Signature _____
_____	1. Special Events: _____	
_____	2. Police: _____	
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____	
_____	4. ISD/Health: _____	
_____	5. Recycling: _____	
_____	6. ISD/Building: _____	
_____	7. Electrical: _____	
_____	8. Fire: _____	
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Parks Department: _____	
_____	11. License Commission _____	

**The departments listed above have their own application process.**  
**Applicants are responsible for applying for and obtaining all required**  
**permits & certificates from the various individual departments**

**Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.**

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,



a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.


(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

***I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.***

Signed: \_\_\_\_\_

 Jason Lacroix

Date: \_\_\_\_\_

4-20-23



Yankee Homecoming 2023  
July 29<sup>th</sup>-August 6<sup>th</sup>  
"There is only one Newburyport"

Park usage for YHC 2023

Art on the Mall July 28-July 30  
10am-4pm each day  
Requesting the Northeast section bordered by High St and Pond St

Old Fashioned Sunday July 30<sup>st</sup>  
DPS set up July 29<sup>th</sup>. Request the use of the entire Bartlett Mall and surrounding roads. See diagram

Brewfest July 29<sup>th</sup>  
5pm-9pm  
Requesting use of the Cashman Park Ball field. Also requesting use of the site for set up July 28th and cleanup the morning of July 30. See diagram

Downtown Market Place & Entertainment  
Market Square, Inn St, Pop Park, municipal spaces along west lot.  
July 28-Aug7th.  
Requesting the use of these spaces for the set-up of a stage for Downtown Entertainment and vendors for the nine days of the festival. See diagram

Fireworks Display  
Cashman park Aug 5<sup>th</sup> (rain date of August 6<sup>th</sup>)  
Requesting the use of the park to close from midnight to midnight for the annual fireworks display. See diagram

Requested Street Closures

Old Fashioned Sunday July 30th  
8am to be open by 5pm (or immediately after cleanup)  
Pond St from Greenleaf to High  
Greenleaf from Pond St to Auburn St  
Pond St from Greenleaf to Hill St 3-5 only if there is a pump off (with Police permission)

Waiter Waitress Race July 31<sup>st</sup>  
2pm-6pm (will open immediately after cleanup is done)  
Liberty St from Fair St to State St

Craft Show August 1  
7am-5pm  
Pleasant St from State St to Hale's Court  
Booths on both sides of street but leaving enough room for emergency Vehicles

Parade August 6th  
12noon till complete cleanup 3pm latest  
High St from 3 Roads to State St  
Parade participants will exit onto Pond st

Police Details to be worked out with Police Department upon approval of permit.

# Yankee Homecoming Brewfest

existing fence

Temp fence

vendors

Tents

Games

Entrance

Stage

removable  
emergency  
exit

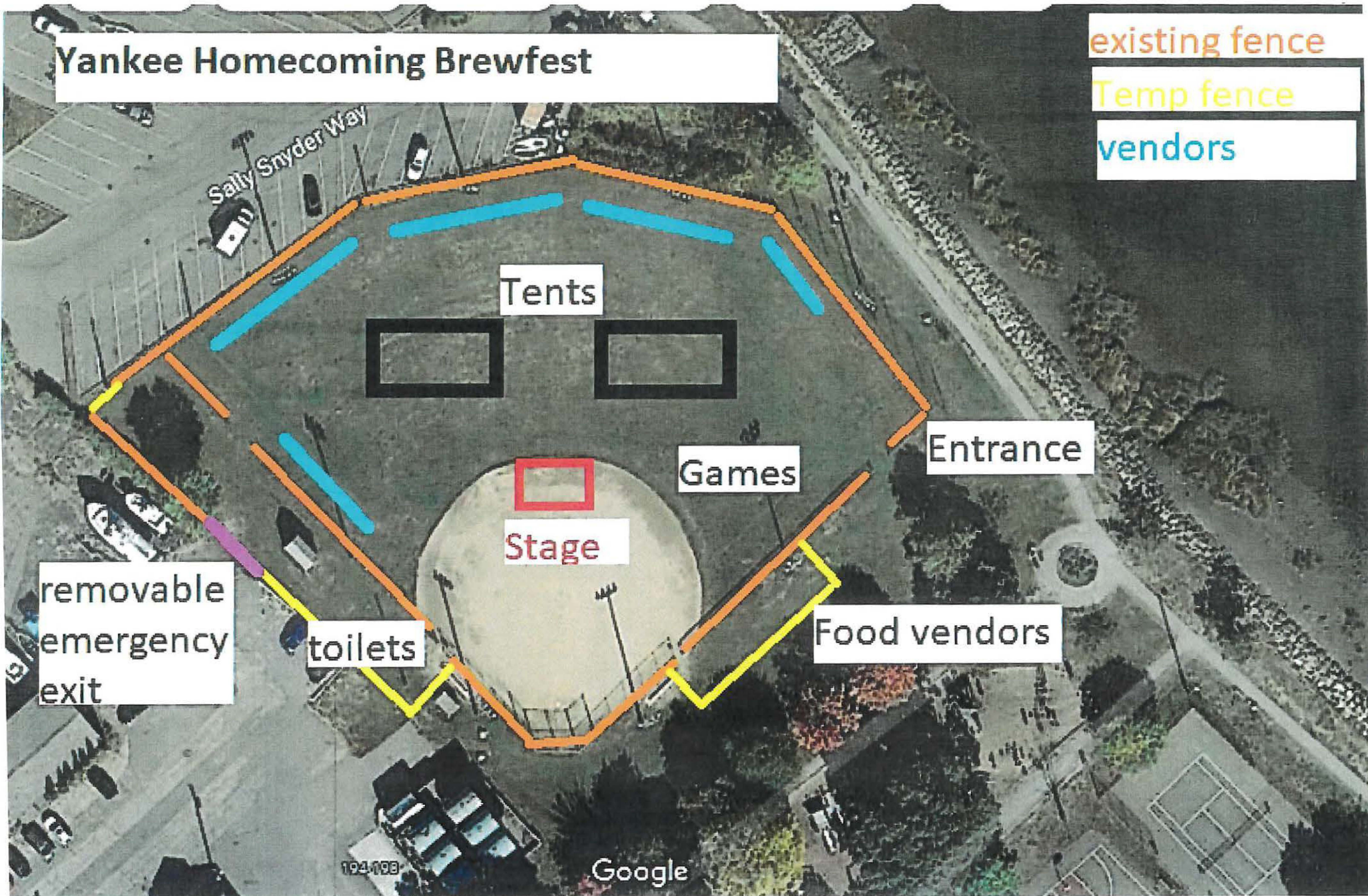
toilets

Food vendors

Google

124-198

Sally Snyder Way





An aerial photograph of the Bartlett Mall Frog Pond area. The pond is a large green body of water in the center. Surrounding streets include Greenleaf St, Auburn St, Pond St, High St, Eppa Way, and State St. Red lines and arrows indicate street closures: Greenleaf St is closed at Auburn St and Pond St; Pond St is closed at Greenleaf St; Eppa Way is closed at High St. Various landmarks are labeled, including Bartlett Mall Frog Pond, Essex County Superior Court, Clark Currier, and a Public Library.

## Old Fashioned Sunday Parking Plan

**Greenleaf closed at  
Auburn and Pond St.  
Pond St closed at  
Greenleaf. Close Pond  
st. will be used for  
event staff. No Parking  
will be posted**

**Pond st will be closed at High  
St. Eppa Way will be closed  
at High st. Pond st will be  
used for antique cars and  
remote race cars. All Pond st  
residents/business will be  
notified.**



**Yankee Homecoming  
Old Fashined Sunday  
Layout**

Cornhole

Art on the Mall

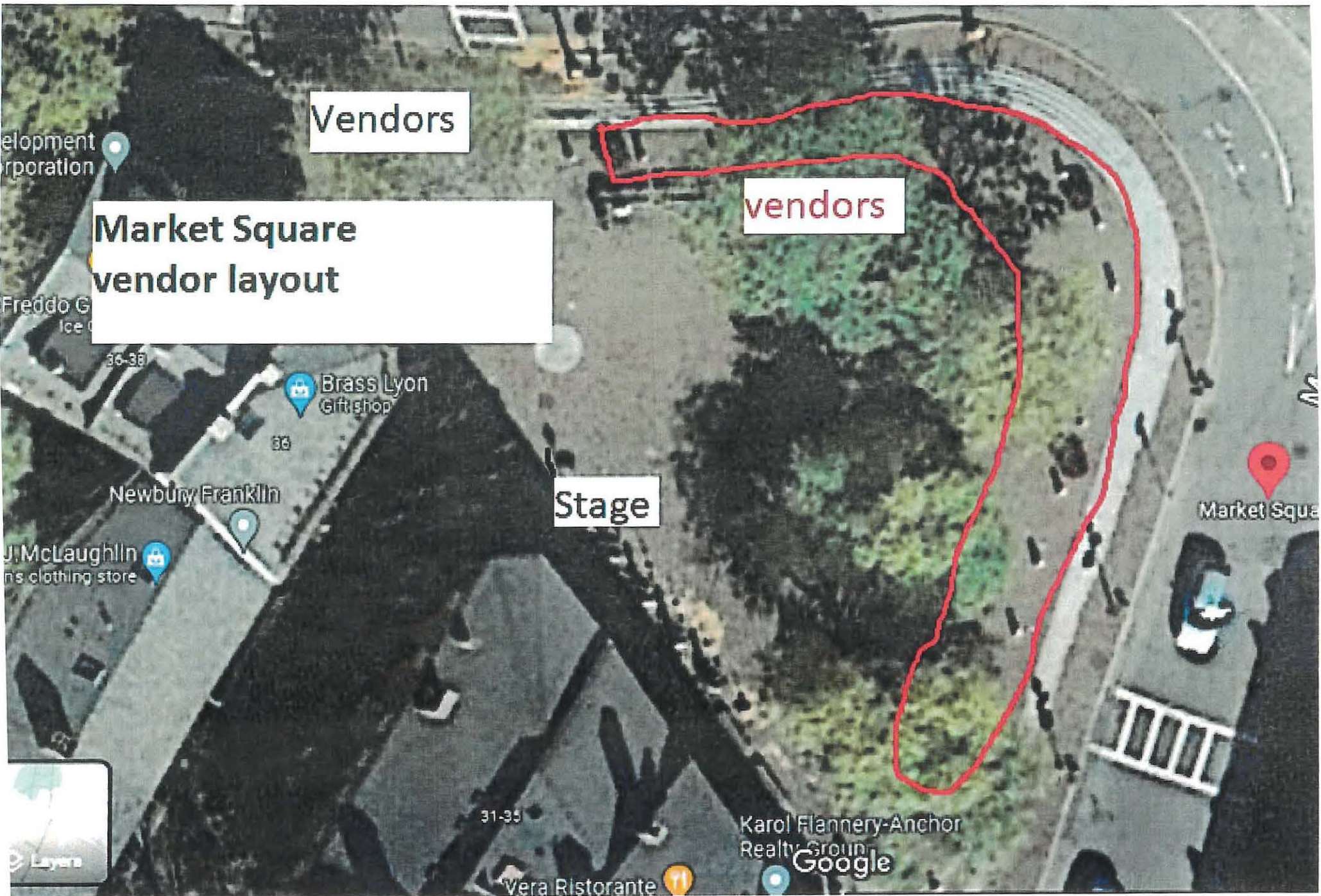
vendors and food

Games

Antique Cars







Vendors

Market Square  
vendor layout

vendors

Stage

elopment  
rporation

Freddo G  
Ice C

36-38

Brass Lyon  
Gift shop

36

Newbury Franklin

J. McLaughlin  
n's clothing store

31-35

Karol Flannery-Anchor  
Realty Group

Vera Ristorante

Google

Market Square

Layers

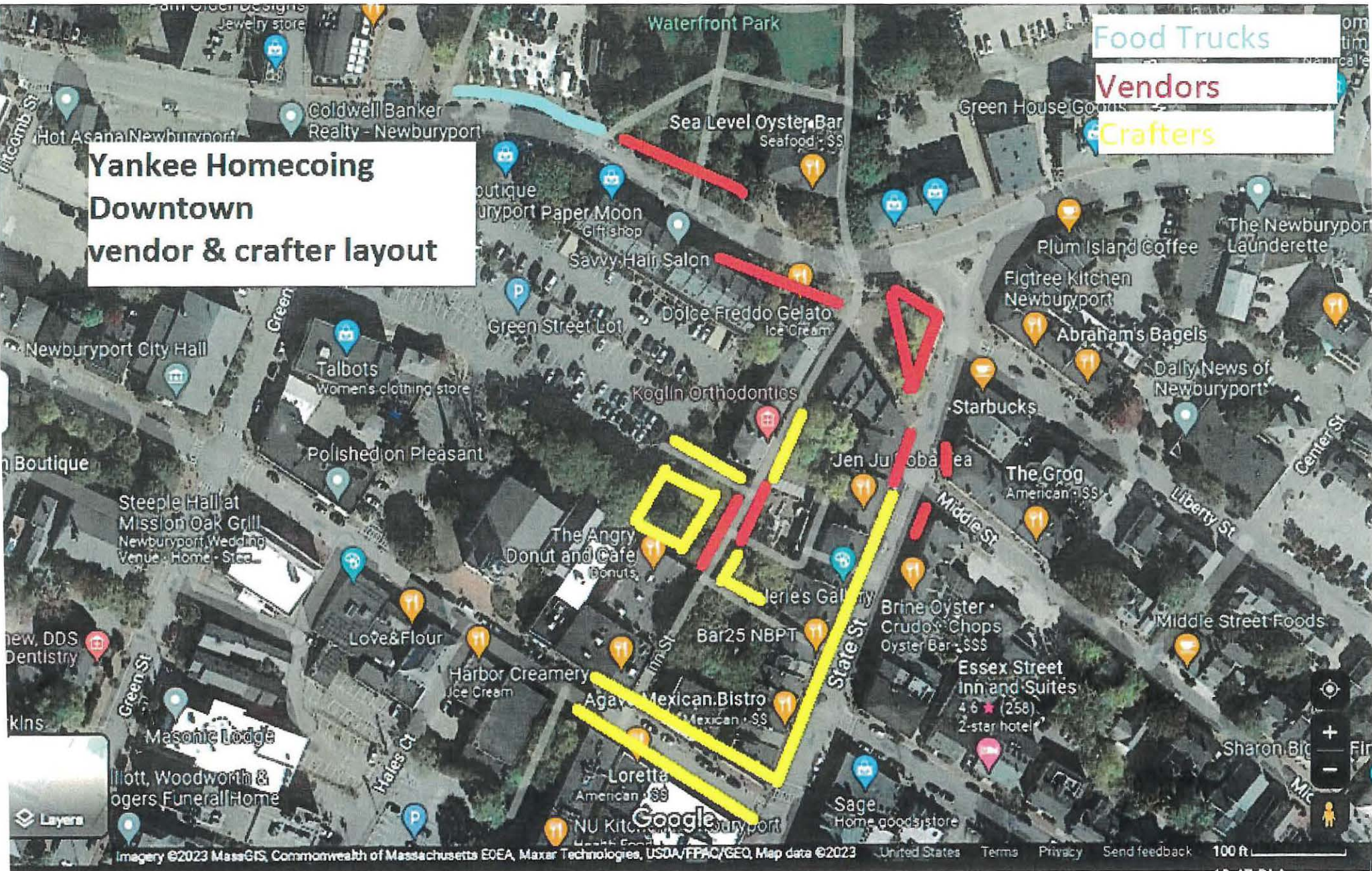


# Yankee Homecoing Downtown Vendor & crafter layout

Food Trucks

Vendors

Crafters







NEWBURYPORT  
BASEBALL FIELD

stage

**public safety display**

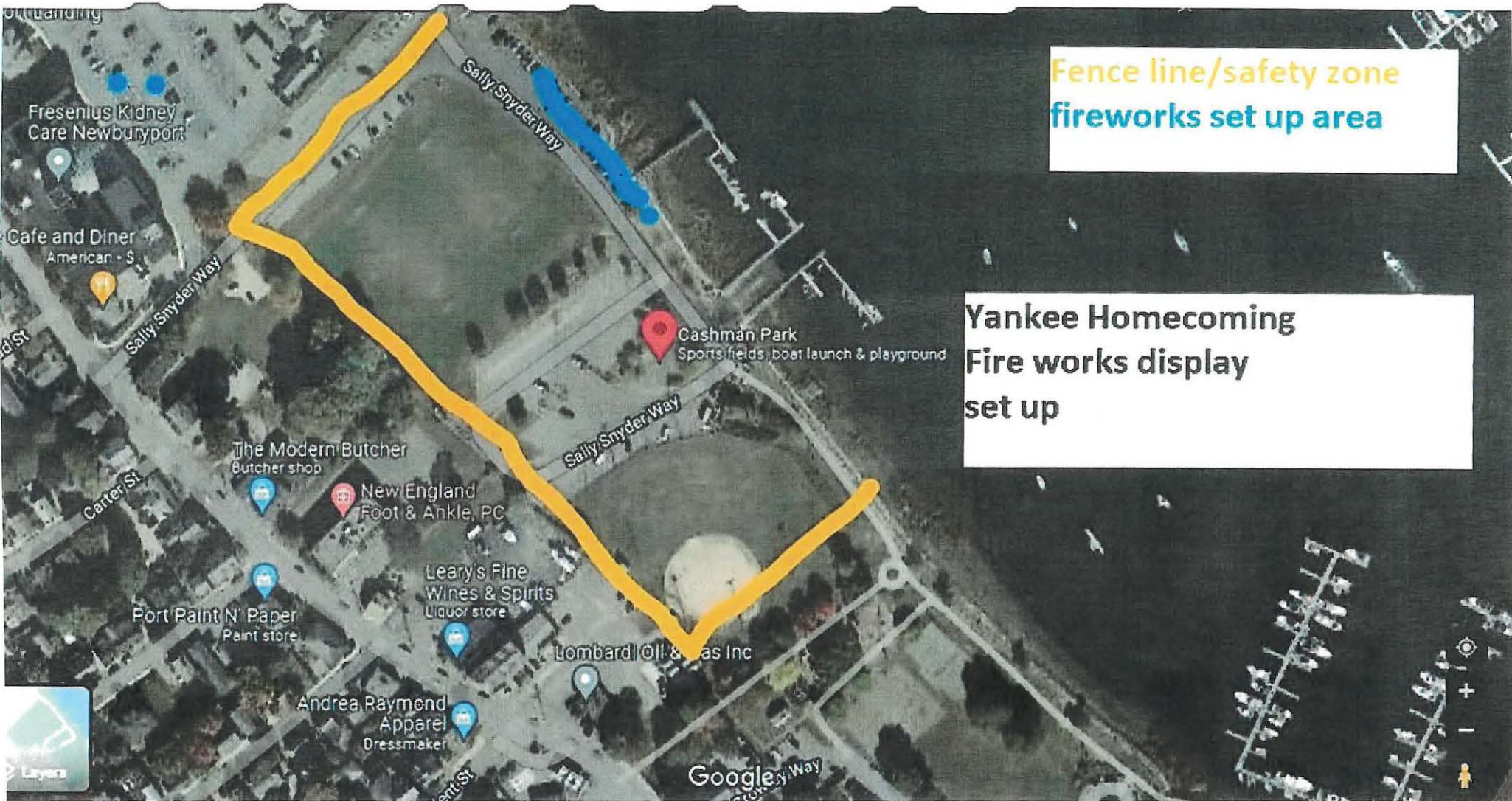
## Entrance

Newburyport Adult and Community Education

Molin Upper  
Elementary School

Google





Fence line/safety zone  
fireworks set up area

Yankee Homecoming  
Fire works display  
set up



# Yankee Homecoming Parade plan 2023

Parade Route

Staging area

Parade Exit







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St Natick MA 01760	<b>CONTACT NAME:</b> Jacki Barrett <b>PHONE (A/C, No, Ext):</b> 800-333-7234 <b>E-MAIL ADDRESS:</b> Selectwork@easterninsurance.com <b>FAX (A/C, No):</b> 781-586-8244
<b>INSURED</b> YHC Inc PO Box 493 Newburyport MA 01950	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Nautilus Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	<b>NAIC #</b> 17370

**COVERAGES****CERTIFICATE NUMBER:** 1393103077**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1403121	5/15/2022	5/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Newburyport is included as Additional Insured with respect to General Liability where required by written contract or agreement.

**CERTIFICATE HOLDER**

City of Newburyport 60 Pleasant Street Newburyport MA 01950	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
-------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT

## NEWBURYPORT SPECIAL EVENT APPLICATION

2023 APR 24 AT 11

Fax:

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Olive's Backyard Markers Market

Date: 7/22/23 Time: from 9:00 to 2:00

Rain Date: 7/23/23 Time: from 9:00 to 2:00

2. Location\*: Olive's Coffee & Bake House  
\*Please Note: If the location is a public park or the rail-trail, please also contact the Parks Department

3. Description of Property: Backyard of my business Public ☐ Private ☒

4. Name of Organizer: Olive's Coffee & Bake House City Sponsored Event: Yes ☐ No ☒  
Contact Person Debra Ball

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail: olivescoffee2@gmail.com Cell Phone: 978-697-9138

Day of Event Contact & Phone: same

5. Number of Attendees Expected: 100

6. MA Tax Number: 4939699

7. Is the Event Being Advertised? ☒ Where? social media

8. What Age Group is the Event Targeted to? adults

9. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No ☐ Who? neighbors

ACTIVITIES: (Please check where applicable.) Subject to Licenses &amp; Permits from Relevant City Departments

A. Vending\*: Food ☐ Beverages ☐ Alcohol ☐ Goods ☐ Total # of Vendors 20  
\*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☐ DJ ☐ Radio/CD ☐  
Performers ☐ Dancing ☐ Amplified Sound ☐ Stage ☐

C. Games /Rides: Adult Rides ☐ Kiddie Rides ☐ Games ☐ Raffle ☐  
Other ☐ Total # ☐  
Name of Carnival Operator: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes ☒ No ☐

Diagram of event

## FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

ROAD RACE \_\_\_\_\_

WALKATHON \_\_\_\_\_

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon: \_\_\_\_\_

2. Name, Address & Daytime Phone Number of Organizer: \_\_\_\_\_

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up \_\_\_\_\_

4. Date of Event: \_\_\_\_\_ Expected Number of Participants: \_\_\_\_\_

5. Start Time: \_\_\_\_\_ Expected End Time: \_\_\_\_\_

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): \_\_\_\_\_

7. Locations of Water Stops (if any): \_\_\_\_\_

8. Will Detours for Motor Vehicles Be Required? \_\_\_\_\_ If so, where? \_\_\_\_\_

9. Formation Location & Time for Participants: \_\_\_\_\_

10. Dismissal Location & Time for Participants: \_\_\_\_\_

11. Additional Parade Information:

• Number of Floats: \_\_\_\_\_

• Locations of Viewing Stations: \_\_\_\_\_

• Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_

• Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

### APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL \_\_\_\_\_ 4 Green St. FIRE CHIEF \_\_\_\_\_ 0 Greenleaf St.

DEPUTY DIRECTOR \_\_\_\_\_ 16A Perry Way CITY CLERK \_\_\_\_\_ 60 Pleasant St.

HEALTH DIRECTOR \_\_\_\_\_ 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

Updated April 1, 2022

## DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval  
Required

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

- \_\_\_\_ 1. Special Events: \_\_\_\_\_
- \_\_\_\_ 2. Police: \_\_\_\_\_  
Is Police Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_
- \_\_\_\_ 3. Traffic, Parking & Transportation: \_\_\_\_\_
- \_\_\_\_ 4. ISD/Health: \_\_\_\_\_
- \_\_\_\_ 5. Recycling: \_\_\_\_\_
- \_\_\_\_ 6. ISD/Building: \_\_\_\_\_
- \_\_\_\_ 7. Electrical: \_\_\_\_\_
- \_\_\_\_ 8. Fire: \_\_\_\_\_  
Is Fire Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_
- \_\_\_\_ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*  
Yes: \$\_\_\_\_\_ due on \_\_\_\_\_ No Fee for Special Events applies  
Other requirements/instructions per DPS \_\_\_\_\_
- \_\_\_\_ 10. Parks Department: \_\_\_\_\_
- \_\_\_\_ 11. License Commission \_\_\_\_\_

The departments listed above have their own application process.  
Applicants are responsible for applying for and obtaining all required  
permits & certificates from the various individual departments

**If yes:**

- a) How many trash receptacles will you be providing? \_\_\_\_\_
- b) How many recycling receptacles will you be providing? \_\_\_\_\_
- c) Will you be contracting for disposal of : **Trash** Yes \_\_\_\_\_ No \_\_\_\_\_ **Recycling** Yes \_\_\_\_\_ No \_\_\_\_\_
- i. If yes, size of dumpster(s): **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- ii. Name of disposal company: **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes \_\_\_\_\_ No \_\_\_\_\_
- iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

**If no:**

- a) # of trash container(s) to be provided by DPS \_\_\_\_\_
- b) # of recycling container(s) to be provided by Recycling Office \_\_\_\_\_
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

# \_\_\_\_\_ Standard      # \_\_\_\_\_ ADA accessible

Name of company providing the portable toilets: \_\_\_\_\_



**Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.**

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) **Insurance.** All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) **Event termination.** If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) **Event and traffic security.** The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) **Clean-up.** The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) **Parking.** The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) **Notification of previous event organizers.** To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) **Simplification.** Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) **Americans with Disabilities Act.** Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) **Enforcement.**

(1) **Regulations.** Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) **Warning.** In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) **Noncriminal disposition.** If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) **Violation.** The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

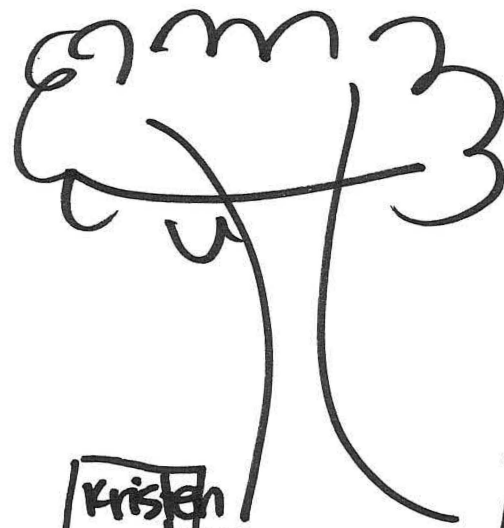
(5) **Failure to notify.** If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

4-24-23



Salty  
Bees

Love  
Lissy  
LOW

Kristen  
Kuster

Stephanie  
Krauss

Beach  
Goods

Lux  
Jewelry

Tayla  
Macramac

Algo  
Co.

# Olive's Backyard

Algo  
Co.

Colleen  
Temple

Old Friend  
Good

Sand &  
Flag

off mena  
pots

Not so  
Flatware

Algo  
Co.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2023

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<b>PRODUCER</b> CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	<b>CONTACT NAME:</b> Lexi Folster <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Olive's Coffee & Bakehouse Inc 341 High Street Newburyport, MA, 01950	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pacific Indemnity Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 20346

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		RTLMAF1602188A5-003	12/24/2022	12/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RTLMAF1602188A5-003	12/24/2022	12/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with respect to the General Liability per the policy's terms and conditions. City of Newburyport as an additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Newburyport  
60 Pleasant Street  
Newburyport, MA, 01950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**NEWBURYPORT SPECIAL EVENT APPLICATION**

Tel.

Fax.

**(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)****NAME OF EVENT:** Newburyport Lions Bed RaceDate: August 3rd 2023 Time: from 5pm to 8pmRain Date: August 4 2023 Time: from 5pm to 8pm2. Location\*: Federal St

\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Street Public ☒ Private ☐4. Name of Organizer: Newburyport Lions Club City Sponsored Event: Yes ☐ No ☒Contact Person Bob ColomyckiAddress: 7 Goldsmith Dr Telephone: 978-462-7356E-Mail: johnbyeat@comcast.net Cell Phone: 617-275-9217Day of Event Contact & Phone: Bob Colomycki 617-275-92175. Number of Attendees Expected: Between 20-25 Beds6. MA Tax Number: 11988930567. Is the Event Being Advertised? yes Where? social media, newspaper, radio8. What Age Group is the Event Targeted to? 20-65yrs old9. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No ☐ Who? **ACTIVITIES:** (Please check where applicable.) Subject to Licenses & Permits from Relevant City DepartmentsA. Vending\*: Food N/A Beverages N/A Alcohol N/A Goods N/A Total # of Vendors 

\*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music  DJ  Radio/CD Performers N/A Dancing  Amplified Sound  Stage C. Games /Rides: Adult Rides  Kiddie Rides  Games  Raffle Other N/A Total # Name of Carnival Operator: Address: N/ATelephone: 

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes ☒ No ☐

# FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

PARADE \_\_\_\_\_

ROAD RACE \_\_\_\_\_

WALKATHON \_\_\_\_\_ BedRace \_\_\_\_\_

2023 MAY -3 A 9:12

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:  
Newburyport Lions Club

2. Name, Address & Daytime Phone Number of Organizer: Bob Colomycki 617-275-9217  
7 Goldsmith Dr, Newburyport, MA

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up \_\_\_\_\_  
Bob Colomycki 617-275-9217  
7 Goldsmith Dr, Newburyport, MA

4. Date of Event: August 3rd 2023 Expected Number of Participants: Between 20-25 Beds

5. Start Time: 5pm Expected End Time: 8pm

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): \_\_\_\_\_

Bed Race Federal St

7. Locations of Water Stops (if any): N/A

8. Will Detours for Motor Vehicles Be Required? yes If so, where? Top & bottom of Federal St

9. Formation Location & Time for Participants: Top of Federal St 5 pm

10. Dismissal Location & Time for Participants: Bottom of Federal St 8 pm

11. Additional Parade Information:

• Number of Floats: N/A

• Locations of Viewing Stations: \_\_\_\_\_

• Are Weapons Being Carried: Yes \_\_\_\_\_ No X

• Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No X

## APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature]

0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK [Signature]

60 Pleasant St.

HEALTH DIRECTOR [Signature] 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

Updated April 1, 2022

**If yes:**

- a) How many trash receptacles will you be providing? none
- b) How many recycling receptacles will you be providing? none
- c) Will you be contracting for disposal of : **Trash** Yes \_\_\_\_\_ No X      **Recycling** Yes \_\_\_\_\_ No X
- i. If yes, size of dumpster(s): **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- ii. Name of disposal company: **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes \_\_\_\_\_ No \_\_\_\_\_
- iv. If no, where will the trash & recycling be disposed ? Lions will pick up and dispose of trash

**If no:**

- a) # of trash container(s) to be provided by DPS \_\_\_\_\_
- b) # of recycling container(s) to be provided by Recycling Office \_\_\_\_\_
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least

one ADA accessible toilet)      N/A

# \_\_\_\_\_ Standard      # \_\_\_\_\_ ADA accessible

Name of company providing the portable toilets: \_\_\_\_\_

## DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<b>Approval Required</b>	<b>Date:</b> _____ <b>Signature:</b> _____
_____	1. Special Events: _____
_____	2. Police: _____
	Is Police Detail Required: _____ # of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____
_____	4. ISD/Health: _____
_____	5. Recycling: _____
_____	6. ISD/Building: _____
_____	7. Electrical: _____
_____	8. Fire: _____
	Is Fire Detail Required: _____ # of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>
	Yes: \$_____ due on _____ No Fee for Special Events applies
	Other requirements/instructions per DPS _____
_____	10. Parks Department: _____
_____	11. License Commission _____

**The departments listed above have their own application process.**  
**Applicants are responsible for applying for and obtaining all required**  
**permits & certificates from the various individual departments**



**Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.**

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbor master or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbor master can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

**(e) Enforcement.**

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds superevot of the city council.

***I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.***

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**

View  
From: Desiree Morris [dmorris@dspins.com](mailto:dmorris@dspins.com)  
Subject: RE: Newburyport Lions-Bed Race & Road Race  
Date: Apr 10, 2023 at 3:24:31 PM  
To: ROBERT COLOMYCKI [jobobyeat@comcast.net](mailto:jobobyeat@comcast.net)

I have revised the certificates to include additional insured in favor of the city as you requested. Thanks!

Desiree Morris | Customer Service Representative  
P: 847-485-2412 | F: 847-934-6186  
1900 East Golf Road, Suite 650, Schaumburg, IL 60173  
[dmorris@dspins.com](mailto:dmorris@dspins.com) | [www.dspins.com](http://www.dspins.com) | 

From: Desiree Morris  
Sent: Friday, April 7, 2023 2:27 PM  
To: ROBERT COLOMYCKI <[jobobyeat@comcast.net](mailto:jobobyeat@comcast.net)>  
Subject: Newburyport Lions-Bed Race & Road Race

Here are the certificates you requested that I send to you. Thanks!

 Desiree Morris | Customer Service Representative  
P: 847-485-2412 | F: 847-934-6186  
1900 East Golf Road, Suite 650, Schaumburg, IL 60173  
[dmorris@dspins.com](mailto:dmorris@dspins.com) | [www.dspins.com](http://www.dspins.com) | 

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This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast Ltd, an innovator in Software as a Service (SaaS) for business. Providing a safer and more useful place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

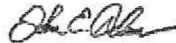
ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/23/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME: John Adams		FAX (Alt.): 847-934-6196		
DSP Insurance Services, Inc.		PHONE (Alt.): 1-800-316-6705				
1900 E. Golf Road, Suite 650		E-MAIL: lionsclubs@dspins.com				
Schaumburg, IL 60173		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: ACE American Insurance Company		22667		
INSURED		INSURER B:				
Newburyport Lions		INSURER C:				
Newburyport Massachusetts		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURER	TYPE OF INSURANCE	ANY SUPPLEMENTAL COVERAGE	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EXCLUDED PREMISES (Excluded): \$ 1,000,000
	<input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000		HDC 647852241	09/01/2022	09/01/2023	MED EXP (Per person): \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LOSS <input type="checkbox"/> OCC					GENERAL AGGREGATE \$ 10,000,000
						PRODUCTS - CONFP/ACC \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	NL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRE & LEASE	<input checked="" type="checkbox"/> SCHEDULED AUTOS	ISA H10781220	09/01/2022	09/01/2023	BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LAB	<input type="checkbox"/> OTHER				EACH OCCURRENCE \$
	EXCESS LAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTIONS				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NH)	<input type="checkbox"/> Y/N				ALLS ALLS - CR/LIMITS
	THIS COVERAGE UNDER DESCRIPTION OF OPERATIONS below					F. EACH ACCIDENT \$
						F. DISEASE - EACH CLAIM \$
						F. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required))						
Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions Road Race						



The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

\*\*\* City of Newburyport \*\*\*

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Newburyport 60 Pleasant St Newburyport, Massachusetts 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>	<b>PRODUCER NAME:</b> John Adams <b>PHONE:</b> 1-800-316-6705 <b>FAX:</b> 847-934-6196 <b>EMAIL:</b> lionsclubs@dspins.com <b>ADDRESS:</b>
DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>	<b>NAIC #</b> 22667
Newburyport Lions Newburyport, Massachusetts	

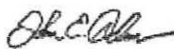
### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSURER	TYPE OF INSURANCE	DATE WHEN POLICY BEGINS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured \$ 32,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> AGG		HDC 647352241	03/01/2022	03/01/2023	1. AGGREGATE LIMIT: \$ 1,000,000 2. DAMAGE TO RENTED PREMISES (Per occurrence): \$ 1,000,000 3. MED. EXP. (Per one person): \$ 5,000 4. PERSONAL & AD&V INJURY: \$ 1,000,000 5. GENERAL AGGREGATE: \$ 10,000,000 6. PRODUCTS - COMPOUND AGG: \$			
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO: OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> X LIMITED <input checked="" type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> AUTOS X LIMITED <input checked="" type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> AUTOS		ISA H1076122C	03/01/2022	03/01/2023	1. COMBINED SINGLE LIMIT (Per accident): \$ 1,000,000 2. BODILY INJURY (Per person): \$ 3. BODILY INJURY (Per accident): \$ 4. PROPERTY DAMAGE (Per accident): \$			
	<b>UMBRELLA LIAB.</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB.</b> <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTIONS					1. EACH OCCURRENCE: \$ 2. AGGREGATE: \$			
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NH) YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below					1. WORKERS COMP. LIMITS: \$ 2. EMPLOYERS' LIABILITY: \$ 3. WORKERS COMP. + EMPLOYERS' LIABILITY: \$			

<p><b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (Attach ACORD 101. Additional Remarks Schedule if more space is required)</p> <p>Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Newburyport Lions Bad Race 8/3/23</p> <p>The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured</p> <p>***City of Newburyport***</p> <p><b>PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.</b></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p><b>CERTIFICATE HOLDER</b></p> <p>City of Newburyport 60 Pleasant St Newburyport Massachusetts 01950</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2016/03)

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CITY CLERK'S OFFICE

60 Pleasant St.

Newburyport, MA 01950

978-465-4407

978-462-7936

clerk@cityofnewburyport.com

## RESIDENTIAL HANDICAPPED PARKING APPLICATION

Applicant's Name: CARLOS PAPERDORASTApplicant's Street Address: 12 MERRICK ST  
Newburyport, MA 01950Phone Number: \_\_\_\_\_ Cell Phone: 978 270 4687Email: CLIPPERCITYK9@GMAIL.COMVehicle Registration Number: 38744Disabled Parking Placard Number: PL 5900382

You must provide a written statement from the owner of your home that you have either no off-street parking where you live, or why the available off-street parking is inadequate or unavailable. (Both are subject to verification.)

Off street parking is too far from the door

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use the back if you need more space.)

I have read the City of Newburyport's policy for establishing handicapped parking spaces on public streets in residential areas, and I understand the conditions required for this handicapped parking space. I also understand that if I fail to meet the eligibility requirements, I will have the opportunity to appeal for a waiver.

I certify that the information provided is correct. I also give permission for the Newburyport City Clerk to obtain all information necessary to verify my need for this parking space.

Signature

Date

May 1 2023



CITY CLERK'S OFFICE  
60 Pleasant St.  
Newburyport, MA 01950  
978-465-4407  
978-462-7936  
clerk@cityofnewburyport.com

## RESIDENTIAL HANDICAP PARKING APPLICATION

Applicant's Name: CARLOS FRENDERGAST

Applicant's Street Address: 12 MERRILL ST  
Newburyport, MA 01950

### TO BE COMPLETED BY ATTENDING PHYSICIAN or OTHER HEALTHCARE PROFESSIONAL

**To Physician:** Approval for a Residential Handicapped Parking Space is based in part on information provided by you. If this applicant (your patient) has a "hidden" disability (i.e.: one that is not visibly obvious), it will be incumbent on you to specify the extent to which the disability limits the person's mobility in order for our Review Committee to make a fair evaluation of this application. Residential Handicapped Parking Spaces are available only to those with substantial functional limitations that affect mobility for more than **six months**.

#### Please answer the following:

Does the applicant have mobility impairment? ☐ No ☒ Yes

Note which, if any, of the following impairments is attributable to the applicant and explain:

- ☒ Loss of use of one or more limbs FEET
- ☐ Vision impairment \_\_\_\_\_
- ☐ Knee, ankle, hip dysfunction \_\_\_\_\_
- ☐ Respiratory, heart or circulatory disorder \_\_\_\_\_

Are mobility aids prescribed? ☐ No ☐ Yes; please specify:

- ☐ cane ☐ crutches ☒ walker ☒ wheelchair

Ambulatory range of the applicant: Without rest distance in feet 20  
With intermittent rest distance in feet 40+

Describe any other functional limitations that make having a Residential Handicap Parking Space desirable:

Physician's name (please print): JON MARC H, DO

Phone: 877-379-5522

Medical specialty: Family Medicine Registration # 76720

Address: 414 Liverhill St. Rowley MA 01969

I hereby certify that the above information is correct.

Physician's signature: [Signature] Date 4/27/25

**PLEASE MAIL TO:** City of Newburyport, City Clerk's Office  
60 Pleasant St., Newburyport, MA 01950  
ATTN: Richard Jones



## **TRANSFERS**



# CITY OF NEWBURYPORT FY 2023 TRANSFER/APPROPRIATION REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 MAY -2 P 3:40

**Department:** Mayor's Office

**Submitted by:** Sean R. Reardon, Mayor

**Date Submitted:** 5/8/2023

**Transfer From:**

Account Name:	Multiple - See attached	Balance:	n/a
Account Number:	Multiple - See attached	Category:	n/a
Amount:	\$3,483,773.73	Trans I/O:	n/a

**Why Funds Are Available:**

Funding from Free Cash, Retained Earnings, closed-out capital projects and other available funds. See attached detail.

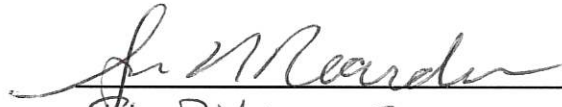
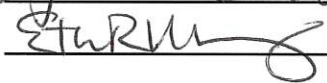
**Transfer To:**

Account Name:	Multiple - See attached	Balance:	n/a
Account Number:	Multiple - See attached	Category:	n/a
Amount:	\$3,483,773.73	Trans I/O:	n/a

**Why Funds Are Needed:**

Funding for FY2024 capital and reserves. See attached detail.

Sean R. Reardon, Mayor:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date:

5/2/2023

Ethan R. Manning, Auditor:

Date:

5/2/2023

City Council Action:

# **FY2024 Capital and Reserve Funding Recommendations (Submitted: May 8, 2023)**

## Project Listing with Funding Sources

CIP #	Pg. #	Department	Project / Source	Amount	Rationale
n/a	n/a	Finance	<b>OPEB Trust Fund</b>	<b>100,000.00</b>	Recommend appropriation of \$100,000 split pro rata between funds based on share of OPEB liability.
			<i>Free Cash</i>	<i>94,240.00</i>	
			<i>Water Retained Earnings</i>	<i>3,330.00</i>	
			<i>Sewer Retained Earnings</i>	<i>2,250.00</i>	
			<i>Harbor Retained Earnings</i>	<i>180.00</i>	
n/a	n/a	Finance	<b>Compensated Absences</b>	<b>350,000.00</b>	To pay contractual earned leave upon an eligible employee's retirement. This amount funds 2 retirements that occurred in FY2023 and approximately 4 in FY2024.
			<i>Free Cash</i>	<i>350,000.00</i>	
IT01	17	Information Technology	<b>Data Center Rebuild</b> <i>ARPA (2111)*</i>	<b>935,500.00</b> <i>935,500.00</i>	Replacement of the city's virtual server environment. The current hardware has 41 virtual servers, and an additional 12 are needed. To prevent data loss and downtime, the 8-year-old VMware datacenter needs to be replaced. This project includes upgrading network switching, implementing a two-firewall setup, and utilizing proper monitoring and reporting systems.
IT02	18	Information Technology	<b>IT Workstation/Equipment Replacements</b>	<b>25,000.00</b>	Planned annual replacement and upgrades of user workstations and network equipment.
			<i>Free Cash</i>	<i>18,742.00</i>	
			<i>Water Retained Earnings</i>	<i>2,668.00</i>	
			<i>Sewer Retained Earnings</i>	<i>3,366.00</i>	
			<i>Harbor Retained Earnings</i>	<i>224.00</i>	
PL03	21	Planning & Development	<b>Complete Streets Transportation Projects</b>	<b>27,009.31</b>	Contracting with an outside engineering firm to design a project eligible for participation in the state's Complete Streets grant program. The balance of the \$50,000 amount appearing in FY2024 will be covered with in-house engineering services or the DPS Highway budget.
			<i>DPS Salt Shed Replace/Upgrade (3211)</i>	<i>4,799.31</i>	
			<i>Safe Routes To School Design (3903)</i>	<i>22,210.00</i>	
PG01	26	Parking Clerk	<b>Parking Hybrid Vehicle</b> <i>Rsv Green Initiatives (2755)</i>	<b>50,000.00</b> <i>50,000.00</i>	Replacement of the Ford Focus with a Ford Escape Hybrid. The current vehicle has reached the end of its usefulness, no longer holds a charge effectively and has issues with the heating and air conditioning system. Aa larger LPR (License Plate Recognition) vehicle is needed, as some of our parking officers face difficulty getting in and out of the Volt. The Ford Escape is an ideal size for our needs.

CIP #	Pg. #	Department	Project / Source	Amount	Rationale
FD01	27	Fire	<b>Apparatus Floor Drains</b>	<b>45,000.00</b>	The apparatus floor drains are collapsing, resulting in clogged pipes and dirty water overflowing onto the apparatus floor. Despite multiple temporary repairs and drain unclogging by DPS carpenters, the problem persists. To address this issue, a professional company is required to replace the five drains, which would entail jackhammering a portion of the concrete floor.
			<i>Rev Wire Inspection Fees (2806)</i>	<i>25,000.00</i>	
			<i>Rev Plumbing Inspect Fees (2807)</i>	<i>10,000.00</i>	
			<i>Rev Sr Community Ctr Maintenance (2841)</i>	<i>10,000.00</i>	
HW06	47	DPS - Highway	<b>Downtown Lighting</b>	<b>199,594.42</b>	Phase 2 of the downtown lighting LED replacement project. This project addresses approximately 89 lights at State St, Pleasant St, & Green St parking lot. Newburyport's historic street lights have outlived their useful life and are quickly becoming an environmental hazard due to their 50-year-old ballasts.
			<i>LED Street Lights (20020019)</i>	<i>35,568.56</i>	
			<i>Paid Parking Fund (2739)</i>	<i>161,909.86</i>	
			<i>Pick-Up Truck (3207)</i>	<i>2,116.00</i>	
HW08	49	DPS - Highway	<b>Stump Grinder</b>	<b>80,000.00</b>	Currently, DPS pays \$25,000 to \$30,000 annually for outsourced stump grinding services. Buying a new stump grinder will save future highway operating budgets about \$300,000 over 12 years, with a payback period of 2.5 to 3 years. Replacement is planned for years 10 to 12. The new equipment will also save on stump grinding in parks.
			<i>40R District Zoning Incentive (20020029)</i>	<i>80,000.00</i>	
PK02	51	DPS - Parks	<b>Lower Atkinson Common Improvements</b>	<b>600,000.00</b>	Parking safety and drainage improvements at Lower Atkinson Common. ARPA funding is recommended to address this urgent safety need along one of the City's main corridors. A balance remains from the Joppa Park Walkway, also ARPA-funded, which we recommend reappropriating to this project.
			<i>ARPA (2111)</i>	<i>569,512.09</i>	
			<i>Joppa Park Walkway (3210)</i>	<i>30,487.91</i>	
PK15	64	DPS - Parks	<b>Infield Groomer</b>	<b>12,300.00</b>	After City Council approved FY22 funding of \$15,000 to purchase a new groomer. We have since found that prices have essentially doubled and this piece of equipment performed better than what we had planned to replace. This equipment can be shared with schools who would also contribute towards the cost of the equipment.
			<i>40R District Zoning Incentive (20020029)</i>	<i>12,300.00</i>	



CIP #	Pg. #	Department	Project / Source	Amount	Rationale
WA07	74	DPS - Water	Plum Island Chlorine Booster Station <i>Plum Island Hydrant Replacement (4005)</i>	50,000.00 50,000.00	The project aims to reconfigure the main piping and chemical feed to accommodate fire flows, as proposed by the engineering team and submitted to MassDEP. It also involves reprogramming the logic on the Programmable Logic Controller (PLC) and setting up redundant chemical feed pumps without the flow pace lead-lag scenario. The need for this project is primarily driven by the requirement of fire protection flows for Plum Island. \$50,000 was funded in FY2023, however an additional \$50,000 is needed to begin the project.
WA08	75	DPS - Water	Water Main Replacement <i>Water Retained Earnings</i>	250,000.00 250,000.00	DPS is committed to improving the aging water distribution infrastructure, and has developed a schedule for planned distribution replacements. To minimize the impact on the annual operating budget, funds are allocated each year into a capital Water Main Replacement fund.
SW01	79	DPS - Sewer	Clarifier Upgrades <i>Sewer Retained Earnings</i>	590,000.00 590,000.00	Design and permitting for upgrades to the clarifiers at the Water Pollution Control Facility, including construction of a third clarifier and retrofit of the two existing clarifiers.
LB02	87	Library	HVAC Boiler Replacement <i>Free Cash</i>	100,000.00 100,000.00	The HVAC system installed in 1999-2001 is now 21 years old, has required numerous repairs, and is still problematic for both cooling and heating. In FY20, over \$54,650 was spent on maintenance and repairs, with annual contracted HVAC maintenance fees of \$14,250 in FY21. An assessment completed in 2019 recommended replacing boilers and pumps by 2024 due to their poor condition.
SC01	92	Schools	NHS-Elevator Controls Replacement <i>Free Cash</i>	69,370.00 69,370.00	This project aims to replace the elevator controls at the high school. During an inspection, all three elevators in the Newburyport Schools failed to meet state requirements. The Bresnahan and Nock elevators were repaired, but the high school elevator controller, due to its age, needs to be replaced along with some other components to comply with the state mandate.
<b>Total</b>				<b>3,483,773.73</b>	

\*Subject to concurrence of the ARPA Ad Hoc Committee.

**FY2024 Capital and Reserve Funding Recommendations (Submitted: May 8, 2023)**

## Overview of Funding Sources

<b>Source</b>	<b>Current Balance</b>	<b>Appropriation Amount</b>	<b>Remaining Balance</b>
Free Cash	1,907,195	632,352	1,274,843
Water Retained Earnings	851,918	255,998	595,920
Sewer Retained Earnings	1,396,385	595,616	800,769
Harbor Retained Earnings	753,356	404	752,952
ARPA (2111)*	1,966,707	1,505,012	461,695
DPS Salt Shed Replace/Upgrade (3211)	4,799	4,799	0
Safe Routes To School Design (3903)	22,210	22,210	0
Paid Parking Fund (2739)	766,906	161,910	604,996
Rev Wire Inspection Fees (2806)	95,593	25,000	70,593
Rev Plumbing Inspect Fees (2807)	64,689	10,000	54,689
Rev Sr Community Ctr Maintenance (2841)	75,814	10,000	65,814
LED Street Lights (20020019)	35,569	35,569	0
Rsv Green Initiatives (2755)	161,910	50,000	111,910
Pick-Up Truck (3207)	2,116	2,116	0
40R District Zoning Incentive (20020029)	92,300	92,300	0
Joppa Park Walkway (3210)	30,488	30,488	0
Plum Island Hydrant Replacement (4005)	422,543	50,000	372,543
<b>Total Appropriation Amount:</b>		<b>3,483,774</b>	

\*Subject to concurrence of the ARPA Ad Hoc Committee.

†Remaining balance includes \$250,000 pending for ARPA Amesbury Interconnection project (ORDR00336\_03\_28\_2022).

**APPOINTMENTS**  
**FIRST READING**



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 APR 27 P 4:42

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: May 8, 2023  
Subject: Appointment

---

I hereby appoint, subject to your approval the following named individual as a member of the Council on Aging. This term will expire on June 1, 2026.

Ilene Harnch-Grady  
10 Cushing Avenue  
Newburyport, MA 01950





March 23, 2023

Attn: Christine Jackson  
Executive Assistant, Honorable Mayor: Sean Reardon  
Newburyport City Hall  
60 Pleasant Street  
Newburyport, MA 01950

Dear Christine:

Per our discussion, it is my honor to submit my name for consideration to the Newburyport Council on Aging Board of Directors.

In my present role as Health and Wellness & Encore Director at the YWCA Greater, I have the pleasure of working directly with seniors daily through my role as a Wellness Professional, Personal Trainer and leading the YWCA Encore program. In addition to my programming on site, the YWCA Greater Newburyport also collaborates and works closely with the Newburyport Senior Center providing on site programming as well as other joint efforts and programs to support our senior community. It has been my pleasure working with Paula Burke and Mary Kelly and I look forward to enhanced programming to grow our collaborations for seniors and special populations.

It has always been my passion to work with seniors to empower them to confidently continue their health and wellness activities in a safe and supportive environment. The importance of regular exercise for older adults is supported through evidence based research illustrating the many benefits both physically, socially and through improved mental health. This coupled with teaching practices tailored to multi-level, special populations enables seniors to feel empowered in their wellness journey. I bring over 30 years experience working both one on one and in a group setting with seniors helping meet their physical goals. In addition to the many benefits derived from regular exercise, it is a wonderful pleasure to see the many social benefits experienced by those who forge long term friendships and comradeships well beyond their exercise routines. I also work closely with the community developing tailored programs, health fairs and enhanced resources to support our senior community.

A native of Newburyport, I love supporting the community where I was raised and raised my own family. In my spare time, I enjoy spending time with my family, walking my two rescue dogs and assisting with various equine therapy programs.

I thank you all in advance for your consideration to serve on the Newburyport Council on Aging Board of Directors.

Sincerely,

Ilene M. Hamch-Grady  
Health and Wellness Director, YWCA Greater Newburyport  
13 Market Street  
Newburyport, MA 01950  
[igrady@ywcaneburyport.org](mailto:igrady@ywcaneburyport.org) or 978-225-6510

**YWCA IS ON A MISSION**

Ilene Harnch-Grady  
10 Cushing Avenue  
Newburyport, MA. 01950  
(C) 978-479-8553  
email: igrady@ywcanewburyport.org

**Education:**

**Mass College of Liberal Arts:**

North Adams, MA.

Awarded Bachelor of Arts: Communications, Minors: Business Management, Journalism

**Northern Essex Community College**

Haverhill, MA.

Awarded a A.A. Degree Liberal Arts and Executive Secretarial Program

**Merrimack College**

North Andover, MA

Direct Marketing Certificate Program

**Newburyport High School**

Newburyport, MA.

May 1981

**Professional Experience**

**YWCA Greater Newburyport: Health and Wellness/Encore/Marketing Director** 10/2007 – Present

Design and execute health and wellness programs for multi-level fitness populations, oversee Encore program, Development Committee, Marketing and Website endeavors. Work with community partners including Newburyport Senior Center offering health and wellness classes. Multi-level certifications including Boston Barre, 200 hour Yoga, Body Pump, BodyTraining System, Stott Pilates, Spin, AFAA Active Aging, Arthritis Foundation Aquatic/Land Program certifications.

**ALOFT INC: Senior Account Manager, Newburyport, MA** 11/2000 – 8/2002

Managed full-service advertising campaigns for diversified client base including trade show management, print and radio media, informercials and production management.

**Amergent: Account Manager, Peabody, MA** 7/1997- 11/2000

Managed full service direct marketing campaigns for non-profit health care organizations.

**CPS Direct: Senior Account Executive, Woburn, MA** 6/1988- 6/1997

Managed direct marketing campaigns for top 3 revenue generating nonprofit, healthcare accounts.

**City of Newburyport, City Councilor, Ward 6** 11/1994 - 11/1996

Represented constituents of Ward 6 on municipal governing board comprised of 11 City Councilors and Mayor. Served on Zoning Committee.

**Volunteer Experience**

YWCA Greater Newburyport Development Committee	2008 - Present
Pelican Intervention Fund	2015 – Present
Anna Jacques Hospital Community Benefits Advisory Council	2009- Present
Newburyport/Triton Health and Wellness Advisory Council	2009 – Present
North of Boston Cancer Resource (original founder)	2014 - Present
American Cancer Society	1985 – 2010

**REFERENCES:** Gladly furnished upon request

**PERSONAL:** Native of Newburyport, married with 1 child



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 MAY -1 P 12:37

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the  
City Council

From: Sean R. Reardon, Mayor

Date: May 8, 2023

Subject: Appointment

---

I hereby appoint, subject to your approval, the following named individual as Assistant Harbormaster/Shellfish Constable and Special Police Officer for the purposes of local, State and Federal laws and regulations with respect to waterways, marine activities and boating. This term will expire on June 1, 2026.

Brett Carrier  
231 Middle Road  
Byfield, MA 01922

# BRETT CARRIER

## United States Coast Guard

(978) 501-6486 || brett.m.carrier@uscg.mil || 231 Middle Road, Byfield, MA 01922

---

As an avid jet skier and law enforcement officer with the U.S. Coast Guard in Newburyport, I have come to know the river and community very well, and am confident I would be a great addition to the Newburyport Harbormaster Department.

## Experience

### Petty Officer

#### **UNITED STATES COAST GUARD, Newburyport, MA**

*November 2019 - Present*

- Certified U.S. Coast Guard Law Enforcement Boarding Officer.
- Attended Federal Law enforcement Training Center in Charleston, SC.
- Specializes in maritime and environmental law enforcement.
- Conducted roughly 100 vessel boardings in the 2022 boating season.
- Holds current federal security clearance.
- Currently completing Emergency Medical Technician course with expected completion in January 2023.
- Liaises with and participates in inter-agency law enforcement activities and training events to improve working relationships and effectiveness.
- Association of State Boating Law Enforcement Administrators (NASBLA) boating under the influence certified officer.
- Certified communications watch-stander receiving distress and non-emergency requests for assistance and dispatching appropriate resources.
- Certified search and rescue response boat crew member and trainee Motor Lifeboat coxswain.
- Valid certifications in first aid, national incident management systems, and CPR.

### Intern

#### **FELLOWSHIP HOUSE MINISTRIES, Groton, CT**

*May 2015 - August 2015*

- Worked closely with the case coordinator processing inmates in and out of the facility and assisted inmates with job procurement.
- Conducted rounds of the facilities and worked with recently released inmates with basic life skills to assist in the re-adjustment to society.

### Intern

#### **SUFFOLK COUNTY SHERIFF'S DEPARTMENT, Boston, MA**

*April 2013 - August 2013*

- Worked closely with the Department's civil process section assisting in the processing and filing of court documents, and accompanied deputies to court appearances and on ride-alongs.

Ice Hockey Official  
**USA HOCKEY - NATIONAL COLLEGIATE ATHLETIC ASSOCIATION - NATIONAL FEDERATION OF HIGH SCHOOL SPORTS, New England Region**  
September 2007 - Present

- Active member of the ice hockey community at all levels ranging from young children, to high school and college athletics.
- Assisted in the set-up of an officiating mentorship program within the Valley Youth Hockey League to assist young/new officials and am a current member of the mentorship staff.

## Education

Bachelor of Arts in Criminal Justice  
**Mitchell College, New London, CT**  
September 2013 - May 2016

**Mount Wachusett Community College, Fitchburg, MA**  
May 2012 - May 2013

High school Diploma  
**The Bromfield School, Harvard, MA**  
September 2008 - May 2012

## Applicable Competencies

- In-depth knowledge of boating safety laws
- Communications watch stander
- Search and rescue response
- Strong local area knowledge of Merrimack River and surrounding waterways
- River hazards and high-violation areas
- De-escalation techniques

## Community Involvement

Boating Safety Guest Speaker  
**U.S. Coast Guard Auxiliary, Newburyport, MA**  
July 2021 - Present

- Assists U.S. Coast Guard Auxiliary instructors in teaching boating safety practices to the general public and provides a unique perspective to classes as a Coast Guard boarding officer.
- Informs general public on rules and regulations, registration requirements, dangers of boating under the Influence, and enforcement consequences for failure to comply.

Volunteer On-Ice Official  
**Special Olympics / Regional Paralympic Games**  
January 2010 - Present

- Officiates ice and floor hockey tournaments and worked to ensure all participants had a memorable experience.





CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 MAY -1 P 12:37

60 PLEASANT STREET - P.O. BOX 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council

From: Sean R. Reardon, Mayor

Date: May 8, 2023

Subject: Re-Appointment

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I hereby re-appoint, subject to your approval, the following named individual as a member of the Harbor Commission. This term will expire on June 1, 2026.

Robert Dow  
185 Storey Avenue  
Newburyport, MA 01950

# Robert Dow

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185 Story Ave  
Newburyport, MA 01950  
(978) 463-4982  
bdowmack@comcast.net

**April 28, 2023**

Dear Mayor Reardon;

Growing up in Newburyport, I have been boating on the Merrimack River all my life. In fact my great grandfather, Osmond Cummings, was in the United States Life Saving Service (USLSS)/USCG for over forty years serving at lighthouses and surf stations such as Nash Island, ME, The Isle of Shoals (Appledore Island), Provincetown, MA, Salisbury Beach Station, Plum Island, Rye Beach and the Custom House in Boston.

I have always enjoyed being involved in our community, coaching youth hockey for ten years as both an assistant and head coach, receiving an award from The Massachusetts Neighborhood Crime Watch Commission, but probably the most rewarding was being recruited by the Mayor's office and appointed by the City Council in 1992 to The Newburyport Harbor Commission.

I take pride in working closely with the Harbor Commission and other city officials to help carry out the duties of the Harbor Commission and Harbormasters Department. I am also proud of my attendance record and the many accomplishments we as a commission have achieved over the years. It was in the early 1990's when visiting Scituate by boat and seeing the Harbormaster/Transient boater's facility I realized the need for something in Newburyport.

I have always enjoyed the quality of the individuals that have served on the Harbor Commission and have had the privilege to serve on different sub-committees that have specifically been involved in projects such as:

- Patrol boat replacement
- Engine replacement from (2) stroke to (4) stroke for increased fuel efficiency, lower emissions, and lower noise levels
- Replacement of central waterfront docks
- Upgrades at Cashman park
- Upgraded central waterfront 30-amp service to 50-amp
- Design and bid new docks and aluminum strong arms for Harbormaster and commercial fishing boats.
- Harbormaster selection committee
- Help with "Coast Guard City" application
- Harbormaster and transient boater's facility committee
- Water sheet reviews
- Short term and long-term planning

**Education:**

Merrimack College, North Andover, MA 01845  
December 1984, Bachelor of Science in Business Administration  
Major-Marketing

Northern Essex Community College, Haverhill, MA 01830  
December 1982, Associate in Science in Business Administration  
Major-Business Administration

**Employment:**

*October 1986-Present*

Mack Trucks Inc, McDevitt Trucks Inc, Ballard Mack Sales and Service.  
Oversee a specific (AOR) and customer base. Working as a Mack Sales Representative for almost 34 years, starting at factory-owned Mack Trucks Inc. on North Beacon St. in Allston, MA which was sold to McDevitt Mack and then acquired by Ballard Mack. I have enjoyed a successful career specifying Mack's in vocational, highway, municipal and commercial applications.

*October 1985-October 1986*

Seaboard Products Co.-Anheuser-Busch Distributor

Sales Representative responsible for a specific territory (AOR).

*May 1981-September 1985*

Commonwealth of Massachusetts -Department of Environmental Management.

Lifeguard, Assistant Head Lifeguard- Salisbury Beach

Responsible for the general safety of the public and beach police work.

Presented a well-respected public image, supervise specific areas of the beach as well as subordinate lifeguards.



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR  
60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 APR 27 P 4:42

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: May 8, 2023  
Subject: Re-Appointment

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I hereby re-appoint, subject to your approval the following named individual as a member of the Council on Aging. This term will expire on June 1, 2026.

Annie Maurer  
17 Otis Place #4  
Newburyport, MA 01950



Attn: Christine Jackson  
Newburyport City Hall  
60 Pleasant Street  
Newburyport, MA 01950

Dear Ms Jackson:

I have served on the Newburyport Council on Aging Directors since 2018 and as clerk of the Board since 2019. I am ending my initial term on the Board and am interested in serving another three year term.

During my time on the Board, besides serving as clerk, I have served on the Nominations and Transportation subcommittees as well as being part of the event planning team organized this year for the midwinter and spring events. My time on the Board has deepened my understanding of the challenges and opportunities offered by this community to its seniors and the role of city government and the people who serve in it.

I have lived in Newburyport since the mid-nineties and am thankful that I found this community. Serving on the Board has given me a way to give back to a city that has given me so many years of happiness. Please consider my desire to serve on the Board for another term.

Thank you,

Annie Maurer  
17 Otis Place #4  
Newburyport, MA 01959  
[anniemaurer174@gmail.com](mailto:anniemaurer174@gmail.com), 978-872-5244

## **Annie Maurer**

17 Otis Place #4  
Newburyport, MA 01950  
978-872-5244  
[anniemaurer174@gmail.com](mailto:anniemaurer174@gmail.com)

## **Experience**

August 1978 - June 1998

### **St. Ann's Home and School, Teacher**

- Taught special needs students in grades 4 - 7
- Supervised teacher assistants

August 1998 - June 2015

### **St. Ann's Home and School, Curriculum Specialist**

- Created and obtained curriculum materials
- Directed, managed, and reported state mandated testing
- Organized and presented curriculum related workshops for teachers
- Supervised implementation of curriculum by teachers
- Maintained academic records
- Served as long-term substitute working with grades 2 - 11

## **Community Based Activities**

- First Religious Society UU, Chair of Social Action Team: 2011 - 2018
- First Religious Society UU, Board member: 2013 - 2015
- First Religious Society UU, Board Chair: 2014 - 2015
- First Religious Society UU, Community Outreach, Emmaus House drive organizer: 2016 - 2019, 2023
- First Religious Society UU, Search Committee: 2017
- Newburyport Council on Aging, Board member: 2018 - present (clerk 2020 - present)
- Seacoast Raise Up Volunteers, Co-organizer: 2018 - present
- Small Solutions Inc., Clerk of the Board: 2019 - present

## **Education**

- Santa Monica College, Santa Monica, California: 1968 - 1970
- Fort Lewis College, Durango, Colorado: 1972 - 1974
- Salem State College, Salem, Massachusetts: 1975 - 1978 Bachelors in Science
- Lesley College, Cambridge, Massachusetts: 1978 - 1981 Masters in Moderate Special Needs



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
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NEWBURYPORT, MA

2023 MAY -3 A 8:47

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the  
City Council

From: Sean R. Reardon, Mayor

Date: May 8, 2023

Subject: Appointment

---

I hereby appoint, subject to your approval the following  
named individual as a member of the Waterfront Trust. This  
term will expire on June 1, 2026.

Steven Wallace  
20 Allen Street  
Newburyport, MA 01950





#### C O N T A C T

20 Allen Street  
Newburyport, MA 01950

Stevenwallace3@gmail.com  
Mobile - (617) 794-2286

 [LinkedIn.com/StevenPWallace](https://www.linkedin.com/StevenPWallace)

S / W

— STEVEN —  
WALLACE —

11/7/2022

Dear Christine and Mayor Reardon,

I'm writing to express my interest in a volunteer position with the city. Based on the IG post, there are several openings available and I am excited at the prospect of contributing to the betterment of Newburyport. I hope my attitude, board/committee experience, and desire to get more deeply involved aligns with the type of person you're looking for.

My wife and I moved here from Boston in June of 2020 with the plan to start a family and become apart of a community. We've fallen in love with the city, have 1 year-old twin future Clippers, and feel the only part missing is a stronger connection to the people and having a positive impact.

I currently work in the commercial construction and real estate space for a national tile and stone company. More relevantly, I've served five years as VP of Communications on the board of the International Interior Design Association (New England Chapter), co-founded The Next Thirty, a career-advancement dinner club, and was Chairman of the Lisburn Street Cricket Club while living in Australia.

These volunteer roles have given me experience in outreach, collaboration, and goal execution. Based on my skillset and interests, I feel I could be a positive contributor to the Affordable Housing Trust or Community Preservation Act Committee. That said, I would love to get involved any way I can.

In the last 17 months, Newburyport has provided my family with happiness and memories we will be forever grateful for. We know there are many more years of this ahead. I'd love and welcome the opportunity to give back.

I look forward to meeting you and hope there's an opportunity to contribute. I've also attached my resume and can provide references. Please feel free to reach out any time with questions or requests.

Thank you for your time and consideration,

Steven Wallace



S / W

# STEVEN WALLACE

## PROFESSIONAL PROFILE

Steven has a conscious and curated approach to all aspects of his business management, externally and internally. An empathetic leader and contributor to every group he's involved in whether it be as an employee or volunteer. Is looking for an opportunity to be more engaged in the betterment of the local community.

## EXPERIENCE

### Regional Sales Manager - New England

*Nemo Tile // New England // 01.2017 - Present*

Conceived and launched Nemo's expansion to the New England market. Built three sales channels; retail, commercial, and distribution. Leads an external brand, internal culture, and ever-evolving strategy for continued profitable growth. Region's success is built around empathy, tri-level self-awareness, personal and professional growth, and all forms of inspiration.

- Set and manage region's yearly forecast, budget, and P&L
- Sourced locations, negotiated leases, and opened both downtown-Boston showroom (1,500 sq ft) and suburban-Boston warehouse (7,500 sq ft).
- Oversee all regions sales, operations, and logistics team.
- Disrupted region's market by exposing competitive weakness and complacency.

### SENIOR ARCHITECTURAL REPRESENTATIVE

*Daltile // Boston, MA // 04.2014 - 4.2016*

Currently service 125 design firms in the greater Boston area with dedicated daily focus on client service, creative problem solving, and expanding business. Additionally, manage Daltile's internal training program, Sell with Confidence (SwC). Continually motivated by the company's motto, *Imagine What's Possible*.

- Closed/Won \$3.9m in sales in 2015.
- Increased spec revenue at 18% of client base including 55% of top 20 firms.
- Hosted/managed first SwC for 13 attendees and 9 facilitators in January 2016.
- Expanded SwC by adding back-end structure, a logo, Twitter handle, section in monthly Commercial Connection, and all-encompassing curriculum.

### CONTRACTS SPECIALIST

*Patcraft, a division of Shaw // Boston, MA // 06.2012 - 04.2014*

Serviced existing and prospective clients in three segments; Corporate Real Estate, A&D, and Dealer/Distribution. Apart of three-person team, in which essential aspects included communication, strategy, and networking while maintaining company's core values.

- Reached 101% of 2013 goal of \$1M in revenue.
- Established strong Patcraft/IDA relationship through Board of Directors election.
- Prospected, built, and maintained sales w/ 12 firms with no prior Patcraft history.

### ASSISTANT GENERAL MANAGER

*Australian Baseball League (MLB) // Brisbane, AUS // 06.2010 - 03.2012*

Responsible for execution of Major League Baseball's international franchise start up initiative. Successfully built network through grassroots outreach. Oversaw ticketing, sponsorship, and corporate hospitality sales.

## CONTACT

20 Allen Street  
Newburyport, MA 01950

Stevenwallace3@gmail.com  
Mobile - (617) 794-2286

 [LinkedIn.com/StevenPWallace](https://www.linkedin.com/StevenPWallace)

## EDUCATION

**The George Washington University**  
2007 Graduate  
B.A. Psychology  
4-year Letter - Baseball

**Phillips Exeter Academy**  
2003 Graduate

## STEVEN IS

A proud husband to Colleen,  
Senior Associate @ Gensler  
Boston, father to identical twins,  
Ailish and Sadie Shea, and  
goldendoodle, Sammy.

Division-1 collegiate catcher.

A sub-90s Rubiks Cube solver.

A Guinness World Record holder

The Co-Founder of incorporated  
start-up, TagThread.

Is inspired by:

- [This scene](#) in Ted Lasso
- *The Book of Joy*
- *How I Built This* podcast
- Chef's Table docuseries
- Jim Hackett





## Leadership / Management

### A W A R D S

2x First Place - DalTile's Give Us Your Best 30 Seconds competition.

2014 IIDA Large Chapter of the Year

3x Movember 99% Award Winner

IIDA Certificate of Appreciation

Sadaharu Oh Commendation Letter

'09 #1 Sales Producer - North Amer.

'09 Mid-Atlantic Salesman of the Year

President's Club

Lindsay Ferris Excellence in Leadership Award

### S K I L L S

Scaling a multi-million dollar business unit in-market.

Proactive responsiveness and pessimistic optimism

International business

LinkedIn research/  
eliminating cold calls

Building regional national network

Creative writing and video editing

Mustache growing

### CREATOR/CO-FOUNDER

*The Next30 // Boston, MA // 2015 - Present*

Conceived and organized a group of professionals from non-competing roles/industries with similar career aspirations. Goal is to identify opportunities to leverage transferable skills, knowledge, and experience to collectively improve each member's long-term professional outlook. Unique perspectives equal improved worldly vision.

- Meets every third Wednesday of the month.
- Currently has 8 members ranging from Harvard Law student to Radiologist.
- Dinner is divided into two parts: short-term quick solutions & long-term goals.

### VICE PRESIDENT - COMMUNICATIONS

*INTERNATIONAL INTERIOR DESIGN ASSOCIATION // Boston, MA // 2013 - 2018*

Inherited role as sole committee member and grew into a self-sustaining team.

Drastically improved outreach, open/view rates, and value to 600+ members.

Accomplished this by strategizing, creating focus groups, and rebranding. Committee is responsible for the multiple new concept initiatives.

- Currently manage team of 14 committee members.
- New England received *2015 IIDA Chapter of the Year* at NeoCon.
- Initiatives include *Positively Productive*, newsletter & blog releases, digital yearbook, and new website launch.

### VOLUNTEER CHAIR/LOCAL LIAISON

*Movember Foundation// Boston, MA // 2012 - 2019*

Facilitate local meetings and fundraising efforts for Foundation's employees. Push local grassroots efforts by being a perpetual word-spreader.

- To date, have raised \$16,073 for the world's foremost men's health charity.
- Host annual Beer, BBQ & Mustache Bash in November.
- Invited/attended Movember's National Champions Summit in July 2013.

### CHAIRMAN

*Lisburn Street Cricket Club// Brisbane, QLD, AUS // 2011 - 2012*

Responsible for finances and logistics of the club for two seasons. Organized weekly roster, yearly dues, and local sponsorship.

- Significantly better at club management than on-field

### PRESIDENT

*Student-Athlete Advisory Council// Washington, DC // 2004 - 2007*

Liaison between 450 Division I student-athletes and University's administration.

Organized and supervised meetings and events promoting community service and intra-team unity.

- Raised more than \$4,000/year for various charities
- In 2006, the board of 6 students created the Talent Show and Semi-Formal

*References available upon request.*

Thank you for your consideration.

**END OF CONSENT AGENDA**

**BEGINNING OF REGULAR AGENDA**

**APPOINTMENTS  
SECOND READING**

## **Second Reading Appointments**

**May 8, 2023**

- APPT00389\_04\_24\_2023 Tara Cederholm 20 Fruit St. Fruit St. Historical Comm. 4/30/2026
- APPT00392\_04\_24\_2023 Marc Cendron 91 High St. Fruit St Historical Comm. 4/30/2026
- APPT00393\_04\_24\_2023 Jeanette Isabella 100 Water St. Emma Andrews Library Comm. 5/1/2024
- APPT00395\_04\_24\_2023 Paul J. Harrington 251B High St. Tree Commission 5/1/2026
- APPT00397\_04\_24\_2023 John A. Green 12 Finnegan Way Council on Aging 5/1/2026



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NEWBURYPORT, MA  
2023 APR 11 A 10:49

CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, Mayor

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members  
of the City Council

From: Sean R. Reardon, Mayor

Date: April 24, 2023

Subject: Appointment

---

I hereby appoint, subject to your approval, the following named individual as a member of the Fruit Street Local Historic District Study Committee. This term will expire on April 30, 2026.

Tara Cederholm  
20 Fruit Street  
Newburyport, MA 01950



# Tara Cederholm

## EDUCATION

Middlebury College, Middlebury, Vermont 1987  
BA in Anthropology and Italian

Boston University, Boston, Massachusetts 1993  
MA in Art History with a concentration in American Decorative Arts

Harvard University, Cambridge, Massachusetts 1999  
Intensive summer session in Chinese language

## WORK EXPERIENCE

### **The Crosby Company 1993 to present**

Head of Curatorial Services, Curator

The Crosby Company is a private family office that services multi-generation clients. I manage all aspects of the collection of fine and decorative arts.

From 1997 to 2003 I was Project Director for the disassembly, relocation, re-assembly and interpretation of an 18<sup>th</sup> Chinese house at the Peabody Essex Museum ([www.pem.org/sites/yinyutang/index.html](http://www.pem.org/sites/yinyutang/index.html)). This included all facets of the project from initial conception to the final installation at the Peabody Essex Museum.

### **Skinner Inc. Bolton, Massachusetts 1988 to 1990**

Specialist in American Decorative Arts Department

### **Historic New England (formerly The Society for Preservation of New England Antiquities), Boston, Massachusetts 1992 to 1993**

Exhibition Administrator for the traveling exhibition "Portsmouth Furniture: Masterworks from the New Hampshire Seacoast"

## PROFESSIONAL AFFILIATIONS

Governor, Concord Museum, Concord, Massachusetts, currently serving at Chair of Collections Committee

Trustee, The Decorative Arts Trust

Attingham Summer School, 2010

Attingham Royal Collections Study, 2013

## LECTURES, RESEARCH PROJECTS, PUBLICATIONS AND FELLOWSHIPS

2010, "Chinese Furniture in Garden Settings", lecture given at Winterthur Furniture Forum, Winterthur Museum, Winterthur, DE

2012 – present, "Boston Japanning: Case Studies", extensive research project on all the known Boston japanned case pieces culminating in a lecture given with Christine Palmer Thomson at Winterthur Furniture Forum, Winterthur Museum, Winterthur, DE, March 2013

2013, "Boston Japanning: Case Studies", extended lecture given with Christine Palmer Thomson at Historic New England, Haverhill, MA

2014, "*New Cabinets out of Old Skreens: The Early Taste for Asian Lacquer and the Development of Japanning in London and Boston*", lecture given at the Newport Symposium, Newport, RI

2016, "*Curiously Engraven: The New Art of Japanning and an Exploration of Depictions of Asia in Eighteenth-Century London and Boston*", lecture given at the Western Eighteenth Century Society annual conference, UC Riverside, Riverside, CA (February), at the Northeast American Society for Eighteenth-Century Studies, University of Massachusetts, Amherst, MA (October), at the 13<sup>th</sup> International Symposium on Wood and Furniture Conservation, Amsterdam, The Netherlands (November)

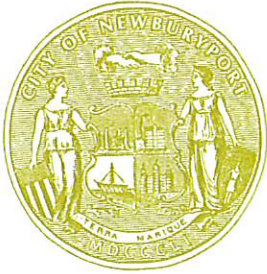
2017 "*Tortoiseshell & Gold: Robert Davis and the Art of Japanning in Eighteenth-Century Boston*", with Christine Palmer Thomson, in *Boston Furniture: 1700-1900*, edited by Brock Jobe and Gerry W. R. Ward, University of Virginia Press

2017 "*A Tale of Two High Chests: Japanning in Early Eighteenth-Century Boston*", with Christine Palmer Thomson, *Antiques and Fine Art*, Spring, 2017, pp. 166-173

2017, Awarded a short-term research fellowship at Winterthur Museum, Garden, and Library, Winterthur, Delaware, "Reevaluation of American Japanned Furniture in Context, 1700-1760," together with Alyce Perry Englund, Assistant Curator of American Decorative Arts, The Metropolitan Museum of Art, New

York, NY; and Christine Thomson, Conservator and Principal, Decorative Arts Conservation LLC., Salem, MA

2017 *“Curiously Engraven: The New Art of Japanning and an Exploration of Depictions of Asia in Eighteenth-Century London and Boston”*, including in *Material Imitation and Imitation Materials*, proceedings of the 13<sup>th</sup> International Symposium on Wood and Furniture Conservation, November 2016, Stichting Ebenist, edited by Miko Vasques Dias, Amsterdam, The Netherlands, published online, <http://www.ebenist.org/en/publicaties/material-imitation-and-imitation-materials-2/>



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

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NEWBURYPORT, MA

2023 APR 11 A 10:49

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members  
of the City Council

From: Sean R. Reardon, Mayor

Date: April 24, 2023

Subject: Re-Appointment

---

I hereby re-appoint, subject to your approval, the following named individual as a member of the Fruit Street Local Historic District Study Committee. This term will expire on April 30, 2026.

Marc Cendron, M.D.  
91 High Street  
Newburyport, MA 01950



**CURRICULUM VITAE**

**Date Prepared:** June , 2018

**Name:** **Marc Cendron, M.D.**

**Home Address:** 91 High Street  
Newburyport, MA 01950

**Office Address:** Department of Urology  
Children's Hospital Boston  
300 Longwood Avenue  
Boston, MA 02115

**Phone:** 617-355-7796

**E-Mail:** [Marc.Cendron@childrens.harvard.edu](mailto:Marc.Cendron@childrens.harvard.edu)

**FAX:** 617-730-0474

**Place of Birth:** Bois-Colombes, France (Citizenship: U.S.A.)

**Education:**

1973-1975	Pre-Medical Studies		Université Paris VII
1976-1798	B.A., Cum Laude	Biology	Bowdoin College, Brunswick, ME
1980-1984	M.D.	Medicine	Tufts University School of Medicine, Boston, MA

**Postdoctoral Training:**

1984-1985	Intern	Surgery	Hospital of the University of Pennsylvania, Philadelphia, PA
1985-1986	Resident	Surgery	Hospital of the University of Pennsylvania, Philadelphia, PA
1986-1990	Resident	Urology	Hospital of the University of Pennsylvania, Philadelphia, PA
1990-1991	Fellow	Pediatric Urology	James Buchanan Brady Urological Institute, Johns Hopkins Hospital, Baltimore, MD



**Faculty Academic Appointments:**

1990-1991	Instructor	Urology	Johns Hopkins School of Medicine, Baltimore, MD
1991-1994	Assistant Professor	Urology	Tufts University School of Medicine, Boston, MA
1994-1996	Assistant Professor	Surgery (Urology) & Pediatrics	Dartmouth Medical School, Hanover, NH
1996-2001	Associate Professor	Surgery (Urology) & Pediatrics	Dartmouth Medical School, Hanover, NH
1997-2003	Clinical Associate Professor	Urology & Pediatrics	University of Vermont, College of Medicine, Burlington, VT
2001-2003	Professor	Surgery (Urology) & Pediatrics	Dartmouth Medical School, Hanover, NH
2003-present	Associate Professor	Surgery (Urology)	Harvard Medical School, Boston, MA

**Appointments at Hospitals/Affiliated Institutions:**

1991-1994	Attending Staff	Pediatric Urology	New England Medical Center, Floating Hospital, Boston, MA
1992-1994	Consulting Staff	Pediatric Urology	Goddard Hospital, Stoughton, MA
1993-1994	Consulting Staff	Pediatric Urology	Winchester Hospital, Winchester, MA
1993-1994	Consulting Staff	Pediatric Urology	Newton Wellesley Hospital, Newton, MA
1994-2003	Attending Staff	Urologic Surgery	Dartmouth-Hitchcock Medical Center, Lebanon, NH
1994-2003	Consulting Staff	Pediatric Urology	V.A. Medical Center, White River Junction, VT
1995-2003	Consulting Staff	Pediatric Urology	Elliot Hospital, Manchester, NH
1995-2000	Consulting Staff	Pediatric Urology	Southern New Hampshire Regional Medical Center, Nashua, NH
1995-1999	Consulting Staff	Pediatric Urology	Cheshire Regional Medical Center, Keene, NH
1996-2001	Consulting Staff	Pediatric Urology	Lahey Clinic, Burlington, MA
1996-2003	Consulting Staff	Pediatric Urology	Fletcher-Allen Medical Center, Burlington, VT

1999-2001	Consulting Staff	Pediatric Urology	Crotched Mountain Rehabilitation Center, Greenfield, NH
2003-present	Attending Staff	Urologic Surgery	Boston Children's Hospital, Boston, MA
2003-present	Consulting Staff	Pediatric Urology	Brigham and Women's Hospital, Boston
2013-2017	Surgical Staff	Pediatric Urology	Beverley Hospital, Beverley, MA

### Other Professional Positions:

1978-1980	Research Assistant	Department of Gastroenterology, Carney Hospital, Tufts School of Medicine
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### Major Administrative Leadership Positions:

#### Local

1996-2003	Director of Urology Research Laboratory	Dartmouth-Hitchcock Medical Center, Lebanon, NH
2000-2003	Director, CHAD Currents (CME Program for Pediatricians)	Children's Hospital at Dartmouth, Lebanon, NH
2001	Director of Pediatric Surgical Services	Dartmouth Hitchcock Medical Center, Lebanon, NH
2002-2003	Chairman, Search Committee Pediatric Urology	Dartmouth Hitchcock Medical Center, Lebanon, NH
2010- present	Chair, Associate Attending Committee, Department of Pediatric Urology	Boston Children's Hospital, Boston, MA
2013-present	Chair, Observership committee, Department of Urology	Boston Children's Hospital, Boston, MA
2012-present	Administrator of the CME program, Department of Urology	Boston Children's Hospital, Boston, MA

#### Regional

1994-2003	Director of Pediatric Urological Services	Dartmouth-Hitchcock Medical Center, Lebanon, NH
1996	Chairman of Search Committee for position of staff Urologist	Pediatric Urology, Dartmouth-Hitchcock Medical Center, Lebanon, NH

- 1996-1997 Chairman of Ad-Hoc Committee for  
the Care of Inpatient Pediatric  
Surgical Patients
- 1998-2001 Director of Children's  
Hospital at Dartmouth  
Outreach Services

**International**

- |           |                                                                       |                                                                   |
|-----------|-----------------------------------------------------------------------|-------------------------------------------------------------------|
| 1996      | Organizer/Team Leader for<br>Friendship Bridge                        | Humanitarian/Teaching trip to Vietnam<br>(Hanoi/Ho Chi Minh City) |
| 1997      | Organizer/Team Leader for<br>Friendship Bridge                        | Humanitarian/Teaching Trip to Vietnam<br>(Hanoi/Haiphong)         |
| 1998      | Team Member Physicians for Peace                                      | Humanitarian/Teaching Trip to Egypt (Tanta,<br>Mansoura, Cairo)   |
| 2000      | Team Member Physicians for Peace                                      | Humanitarian/ Teaching trip to Egypt (Cairo)                      |
| 2001      | Program Co-Chairman                                                   | Annual Meeting, Society for Pediatric Urology                     |
| 2002      | Organizer / Program Chairman                                          | Annual Meeting, Club Francophone d'Urologie<br>Pediatrique        |
| 2002      | Program Chairman                                                      | Annual Meeting, Society for Pediatric Urology                     |
| 2007      | President                                                             | Society for Pediatric Urology                                     |
| 2007-2010 | Chairman, Program Committee<br>World Congress of Pediatric<br>Urology | Society for Pediatric Urology /<br>ICCS/APAPU/SIUP/SFU            |
| 2009-2010 | Program Chairman                                                      | Annual Meeting, Pediatric Urology Winter<br>Forum                 |

**Committee Service:****Local**

- |           |                                                     |                                                                          |
|-----------|-----------------------------------------------------|--------------------------------------------------------------------------|
| 1991-1993 | Member, Tissue Committee                            | New England Medical Center Hospital, Boston,<br>MA                       |
| 1991-1993 | Member, Day Surgery OR<br>Management Committee      | New England Medical Center Hospital, Boston,<br>MA                       |
| 1992-1994 | Member of Pediatric Trauma Study<br>Group           | New England Medical Center Hospital, Boston,<br>MA                       |
| 1992-1994 | Member of Maternal-Fetal<br>Medicine Research Group | New England Medical Center Hospital, Boston,<br>MA                       |
| 1994-2003 | Member of Spina Bifida<br>comprehensive care team   | Dartmouth-Hitchcock Medical Center, Lebanon,<br>NH                       |
| 1996      | Member of Search Committee                          | Pediatric Nephrology, Dartmouth-Hitchcock<br>Medical Center, Lebanon, NH |
| 1997-2002 | Member, Operating Room<br>Committee                 | Dartmouth-Hitchcock Medical Center, Lebanon,<br>NH                       |

2000	Member, Nominating Committee Board of Governors	Dartmouth-Hitchcock Medical Center, Lebanon, NH
2008-present	Associate Attending Committee	Boston Children's Hospital, Boston., MA
2012-present	CME Administrator for Pediatric Urology Department	Boston Children's Hospital, Boston, MA
2016	Hospital Bylaws Committee	Boston Childrens Hospitaln Children's, Boston, Ma
2014-present	Member Hospital Wide Billing and Compliance Committee	Boston Children's Hospital, Boston, MA

**Regional**

1997-2002	Member, Executive Committee	Children's Hospital at Dartmouth, Lebanon, NH
1992-1994	Consultant	Organogenesis, Inc., Canton, MA
1992-1995	Consultant	Kendall, Mansfield, MA
1993-1994	Consultant	Autogenesis, Acton, MA
1995-1999	Consultant	Collagenesis, Beverly, MA

**National**

1999-2001	Member	North American Task Force on Intersex
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**International**

1994-1998	Board Member, Advisory Board	Rhone-Poulenc-Roher
1997	Moderator	Annual Meeting, International Children's Continence Society

**Professional Societies:**

1990-present	Member	The Tufts University Medical Alumni Association
1991-1994	Member	Massachusetts Medical Society
1991-1994	Member	Suffolk County Medical Society
1991-present	Member	The Johns Hopkins Medical and Surgical Association
1992-2001	Member	The Urodynamic Society
1992-1996	Member	American Fertility Society
1994-present	Corresponding Member	European Society for Pediatric Urology
1994-present	Member	The New Hampshire Medical Society
1996-present	Member	New England Section American Urologic Association
1996-present	Fellow	American Academy of Pediatrics
1996-present	Member	American Urologic Association
1997	Moderator	Annual Meeting, Society for Fetal Urology

1998	Program Chairman	Annual Meeting, Society of Fetal Urology
1997-1998	President	The Society for Fetal Urology
1998	Abstract Reviewer	Annual Meeting, American Urological Association
1998	Abstract Reviewer	Annual meeting, American Academy of Pediatrics (Section of Urology)
1998	Moderator	Annual Meeting, American Academy of Pediatrics (Section of Urology)
1998-2005	Member	Physician for Peace
1998-present	Member	The Society for Fetal Urology
1999-present	Member	Club Francophone d'Urologie Pediatric
1999-present	Fellow	The Society for Pediatric Urology
2000	Moderator	Annual Meeting, American Academy of Pediatrics (Section of Urology)
2000	Chairman, Round Table; Prenatal diagnosis of genito-urinary anomalies	Annual Meeting, European Society for Pediatric Urology
2002	Member, Medal Committee	American Academy of Pediatrics (Section of Urology)
2004-2004	Member, Program Committee	American Urological Association
2002-2005	Secretary/Treasurer	The Society for Pediatric Urology
2002-2006	Program Committee	American Urological Association
2003-2007	Member, Nominating Committee	Society for Pediatric Urology
2004-2010	Abstract Reviewer, Organizational Committee	Annual Meeting, American Urological Association
2005-2006	President	The Society for Pediatric Urology
2013	Steering committee for the ICUD consultation on congenital anomalies of the genito-urinary system	Societe International d'Urologie
2016	Chair, ICUD Committee on the Urologic Management of Children with Spinal Cord Injury	Societe International d'Urologie



**Editorial Activities:**Ad hoc Reviewer for:

- The Journal of Urology (editorial board)
- Pediatrics
- Journal of Pediatric Urology
- Urology
- American Family Physician
- British Journal of Urology International
- Dialogues in Pediatric Urology
- Frontiers in Urology
- World Journal of Urology
- Journal of Pediatric Surgery

Other Editorial Roles:

2006-present	Editorial Board	Dialogues in Pediatric Urology
2007-2012	Editorial Board, Pediatric Section	The Journal of Urology
2007-present	Editor-in-Chief, Pediatric Urology Section	eMedicine online journal

**Honors and Prizes:**

1988	First prize: Clinical study paper: Long-term follow-up of patients with cryptorchidism	Resident's Night Competition, Philadelphia Urological Society
1990	Maryland National Kidney Foundation Grant	
1991	Basic Research Surgery Grant (BRSG) Award	Tufts School of Medicine / New England Medical Center
1991	Finalist AAP	Section of Urology Research Prize
2007	Best Reviewer	Journal of Urology, Section of Pediatric Urology
2010	Top 10 reviewers	The Journal of Pediatric Urology
2014-2015-2016-2017-2018	Best Doctor (Pediatric Urology)	Boston Magazine

**Report of Funded and Unfunded Projects****Funding Information****Past**

- 1977-1978    Research Assistant  
Study of fatty acids in cell membranes from normal and dystrophic patients  
Dr. John Howland - PI  
Biochemistry Laboratory Bowdoin College, Brunswick, ME  
\$2,000
- 1978-1980    Research Technician  
Study of immunoreactive proteins in  
gastric secretions from gastric cancer patients  
Dr. E. Deutsch - PI  
G.I. Laboratory, Carney Hospital, Tufts University School of Medicine, Boston, MA  
\$5,000
- 1981         Research Assistant  
Study of membrane interactions between macrophage plasma membrane vesicles and  
Leishmania parasites  
Dr. Mark Klempner - PI  
Experimental Medicine Laboratory, Tufts University School of Medicine, Boston, MA  
\$3,000
- 1990-1991    Principal Investigator  
National Kidney Foundation  
Fetal lamb model of partial urethral obstruction  
Marc Cendron, MD - PI  
\$5,000
- 1992-1993    Principal Investigator  
BRSG (Biomedical Research Grant)  
Effect of bladder outlet obstruction on the fetal lamb bladder ultrastructure and function  
Marc Cendron, MD – PI  
\$5,000
- 1993-1994    Principal Investigator  
Autogenesis, Acton, MA  
Biological behavior of autologous collagen injected in the urinary tract

Marc Cendron, MD - PI  
\$2,000

- 1993-1994    Principal Investigator  
Kendall Corporation, Mansfield, MA  
Evaluation of urodynamic catheter  
Marc Cendron, MD - PI  
\$4,500
- 1995-1996    Principal Investigator  
Organogenesis, Canton, MA  
Subcutaneous injections of collagen paste in rats for NMR analysis  
Marc Cendron, MD - PI  
\$5,000
- 1995-1996    Principal Investigator  
Organogenesis, Canton, MA  
Bladder neck injections of collagen paste in rabbits  
Marc Cendron, MD - PI  
\$5,000
- 1996-1997    Co-Investigator  
Bard  
A multicenter post-operative serologic and rheumatologic evaluation of patients treated  
with Contigen Bard collagen implant  
Pamela Ellsworth, MD - PI
- 1996-1997    Principal Invest  
Collagenesis grant  
Biological behavior of various types of collagen compounds within the rabbit urinary  
bladder  
Marc Cendron, MD - PI  
\$36,000
- 1996-1997    Co-Investigator  
Valley Lab grant  
Evaluation of the thermal effects of electro cautery on the penis  
Co-Investigator  
Valley Lab grant  
Evaluation of the thermal effects of electro cautery on the penis  
Jack Hoopes, Ph.D. - PI
- 1998          Principal Investigator

- Collagenesis grant  
Collagen treatment of VUR in pediatric/human population  
Marc Cendron, MD - PI  
\$80,000
- 1998-1999    Principal Investigator  
Collagenesis grant  
Evaluation of Extracellular Matrix- based Collagen as a bulking agent in the pig lower urinary tract  
Marc Cendron, MD - PI  
\$30,000
- 1999-2000    Principal Investigator  
Bayer Pharmaceutical Company  
Evaluation of Ciprofloxacin in the Treatment of Pediatric UTIs  
Marc Cendron, MD - PI  
\$10,000
- 1999-2002    Principal Investigator  
Hitchcock Foundation Grant  
Histologic Analysis of Epithelial Regrowth after Tubularized, Incised Urethral Plate Urethroplasty in the Treatment of Hypospadias  
Marc Cendron, MD - PI  
\$12,000
- 2001          Principal Investigator  
Pharmacia Corporation  
Phase I/II Open Label, Dose Escalating Pharmacokinetic, Pharmacodynamic (Urodynamic) and Clinical Effect, and Safety Study of Tolterodine Liquid in children with Detrusor Hyperreflexia age 5 to 10 years of age  
Marc Cendron, MD - PI  
\$19,200
- 2002          Principal Investigator  
Pharmacia Corporation  
Phase I/II, Open Label, Dose-Escalating Pharmacokinetic, Pharmacodynamic (Urodynamic) and Clinical Effect, and Safety Study of Tolterodine Liquid in Children with Detrusor Hyperreflexia 1 month to 4 years of age  
Marc Cendron, MD - PI  
\$20,000
- 2002          Principal Investigator  
Pharmacia Corporation  
Phase I/II open label, Dose Escalating Pharmacokinetics, Pharmacodynamic, (Urodynamic) and Clinical Effect and Safety Study of Tolterodine Liquid in Children age

11-15 years  
 Marc Cendron, MD - PI  
 \$19,200

- 2002      Principal Investigator  
 Pharmacia Corporation  
 An Open Label, phase III, 12 Month Study of the Long-Term Clinical Efficacy, Safety and Tolerability of Tolterodine Oral Solution and PR Capsules in Children with Detrusor Hyperreflexia ages 1 month to 16 years of age  
 Marc Cendron, MD – PI  
 \$4,608 per patient
- 2002      Principal Investigator  
 Pharmacia Corporation  
 An Open-Label, Multicenter, Multinational Study to Determine the Safety and Efficacy of Tolterodine Oral Solution in Children with Symptoms of Urge Urinary Incontinence Suggestive of Detrusor Instability  
 Marc Cendron, MD - PI  
 \$3,700 per patient

### **Current Unfunded Projects**

- |      |                        |                                                                                                                                                                           |
|------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2008 | Principal Investigator | Vesicoureteral Scoring System. This system proposed to evaluate patients with vesico-ureteral reflux using several clinical parameters. With Dr. Jonathan Routh (fellow). |
| 2008 | Principal Investigator | Ureteral jets as seen on ultrasound. The project evaluates the ultrasound appearance of ureteral jets after treatment and correlates it with clinical outcomes.           |
| 2013 | Principal Investigator | Retrospective review of patients diagnosed and treated with penile curvature. IRB study carried out with Drs. J. McQuaid (resident)                                       |
| 2013 | Principal Investigator | Retrospective and prospective evaluation of patients with complex hypospadias. IRB study carried out with Drs. Schaeffer and McNamara, (fellows).                         |
| 2014 | Principal Investigator | Retrospective review of Male Epispadias. IRB study carried out with Dr. Patricia Cho, (fellow)                                                                            |



2015	Principal Investigator	Review of hypospadias complications and their management. Dr. McNamara, fellow. The study was IRB approved.
2015	Principal Investigator	Prospective study of pediatric patients with complex hypospadias. (IRB approved)
2016	Co-Investigator	Retrospective study of pelvic floor laxity in adolescent girls
2018	Principal Investigator	Retrospective study of male patients with a prostatic utricle (IRB pending)

### **Report of Local Teaching and Training:**

#### **Teaching of Students in Courses**

1998-2003	Fluid and Electrolytes course. Lecturer for 100 student attendance at Dartmouth Medical School. Lecture on obstructive uropathy. 20 hours preparation.
1998-2003	Obstructive Uropathy. Lecturer for 100 student attendance at Dartmouth Medical School. Lecture on obstructive uropathy. 20 hours preparation.

#### **Formal Teaching of Residents, Clinical Fellows and Research Fellows (post-docs)**

1991-1994	Teaching of residents in the Urology Department	New England Medical Center Tufts University School of Medicine
1993-2003	Clinical teaching of the residents in the Department of Urology. Also teaching of pediatric residents	Dartmouth Hitchcock Medical Center, Hanover, NH
	I was an invited lecturer for Grand Rounds in Urology and in Pediatrics at Dartmouth Hitchcock Medical Center. The topics presented included all aspects of pediatric urology such as urinary tract infection in children, vesicoureteral reflux, prenatal hydronephrosis and its management, maldescended	Preparation time for these lectures was approximately 10-12 hours.

testes, hypospadias, bladder exstrophy and reconstruction of the urinary tract.

- |              |                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 1991-2006    | I presented 2 lectures at the Countway Urology Grand Rounds, the major teaching conference for Urology residents, Urology faculty in the Greater Boston area. The topics I presented included bladder exstrophy and vesicoureteral reflux.                                                                                                            | Harvard Medical School, Countway Urology Grand Rounds<br><br>Preparation time for these lectures was approximately 10-12 hours.           |
| 1996-2003    | Clinic and operating room teaching of medical students and pediatric residents                                                                                                                                                                                                                                                                        | University of Vermont, Burlington VT.                                                                                                     |
| 2003-present | I have presented several lectures on congenital abnormalities of the lower urinary tract and of the genitalia. I also discussed embryology of the urinary tract. I present once or twice a year. The audience includes Radiology and Urology faculty, residents and medical students. The most recent presentation was on extra-testicular anomalies. | Department of Radiology, Boston Children's Hospital, Boston, MA.                                                                          |
| 2003-present | I have been invited to discuss topics in Pediatric Urology 3 times annually at the Massachusetts General Hospital as part of the Urology Grand Rounds. Attendees include urology residents and faculty.                                                                                                                                               | Massachusetts General Hospital, Boston, MA. Grand Rounds.<br><br>Preparation time 2 to 3 hours                                            |
| 2003-present | I have been invited to discuss various topics in pediatric urology as part of the teaching rounds at the VA Hospital. I review cases with the residents and provide them with references. I go over their presentations.                                                                                                                              | BU Medical Center and Brigham & Women's Medical Center. Grand Rounds at the VA Hospital.<br><br>Preparation time is usually 2 to 3 hours. |
| 2003-present | Pediatric Urology Grand Rounds. The audiences included Urology                                                                                                                                                                                                                                                                                        | Boston Children's Hospital, Boston, MA. Pediatric Urology Grand Rounds.                                                                   |

faculty, residents, medical students and fellows. The topics presented have been vesicoureteral reflux scoring system, complications of hypospadias repair, epispadias.

Preparation time 4 to 6 hours

### **Clinical Supervisory and Training Responsibilities**

1991-1993	Training of Urology residents in the Urology program clinic and operating room, Tufts New England Medical Center, Boston, MA	
1993-2003	Training of Urology residents Urology Program in the clinic and operating room. Dartmouth-Hitchcock Medical Center	1:1 Supervision per week
1994-2003	Director of Pediatric Urological Services Dartmouth-Hitchcock Medical Center, Lebanon, NH	
1996-2003	Director of Urology Research Laboratory Dartmouth-Hitchcock Medical Center, Lebanon, NH	
2003-Present	Supervision of residents and fellows in the Department of Urology at Boston Children's Hospital in the operating room and clinic. Boston, MA	10 to 15 hours of 1:1
2003-Present	Supervision of clinical research project of fellows and residents in the Department of Urology at Boston Children's Hospital. Boston, MA	One hour office meeting per week.
2017-present	Supervision of nurse practitioners and physician's	Half to full day in clinic

assistant, Department of  
Urology, Boston Children's  
Hospital, Boston, Ma

### **Laboratory and Other Research Supervisory and Training Responsibilities**

- |              |                                                                                                                                                                                                                                                                                                                                                                               |                                                                                           |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 1993-2003    | Supervision of laboratory research of residents at Dartmouth Hitchcock Medical Center                                                                                                                                                                                                                                                                                         | Two, one hour lab meeting per week<br>Direct supervision in the lab<br>(3 hours per week) |
| 1997-2001    | Direct supervision, Resident in Urology at Dartmouth Hitchcock Medical Center.<br>The study of enterocystoplasty in an animal model and autologous collagen injected into the bladder. The project was evaluating thermal effects of electrocautery on the penis using a computational model.<br>The level of effort was 6-8 hours of direct supervision with review of data. |                                                                                           |
| 1999-2003    | Direct supervision, Resident in Urology at Dartmouth Hitchcock Medical Center.<br>The study entailed evaluating an animal model of urethral healing after hypospadias repair.<br>The level of effort was 6 hours per week with review of data.                                                                                                                                |                                                                                           |
| 2000-2003    | Direct supervision, Resident in Urology at Dartmouth Hitchcock Medical Center.<br>The study evaluated the thermal effects of electrocautery on the penis.                                                                                                                                                                                                                     |                                                                                           |
| 2003-Present | I have supervised several clinical projects which have involved residents and fellows in the department of urology at Boston Children's Hospital. The most recent ones have been on penile curvature, complex hypospadias and the prostatic utricle.                                                                                                                          |                                                                                           |